

FORM NLRB-502 (RC)
(2-18)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
RC PETITION

DO NOT WRITE IN THIS SPACE

Case No.

28-RC-278861

Date Filed

June 21, 2021

INSTRUCTIONS: Unless e-Filed using the Agency's website, www.nlrb.gov, submit an original of this Petition to an NLRB office in the Region in which the employer concerned is located. The petition must be accompanied by both a showing of interest (see 6b below) and a certificate of service showing service on the employer and all other parties named in the petition of: (1) the petition; (2) Statement of Position form (Form NLRB-505); and (3) Description of Representation Case Procedures (Form NLRB 4812). The showing of interest should only be filed with the NLRB and should not be served on the employer or any other party.

1. PURPOSE OF THIS PETITION: RC-CERTIFICATION OF REPRESENTATIVE - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees. The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.

2a. Name of Employer: Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer		2b. Address(es) of Establishment(s) involved (Street and number, City, State, ZIP code): See Attachment	
3a. Employer Representative - Name and Title: See Attachment		3b. Address (if same as 2b - state same): See Attachment	
3c. Tel. No. See Attachment	3d. Cell No.	3e. Fax No. See Attachment	3f. E-Mail Address See Attachment
4a. Type of Establishment (Factory, mine, wholesaler, etc.) Immigration Housing Military Installation, Housing and Managing Migrant Children		4b. Principal Product or Service Government Support Services	
5a. City and State where unit is located: El Paso, Texas		5b. Description of Unit involved: Included: All full time and regular part time Youth Care Workers and Youth Care Consultants employed by the employer in the Youth Care Centers located at Fort Bliss Texas Excluded: All other employees, guards, and supervisors under the Act.	
6a. Number of Employees in Unit 125		6b. Do a substantial number (30% or more) of the employees in the unit wish to be represented by the Petitioner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Check One: ☒ 7a. Request for recognition as Bargaining Representative was made on (Date) June 17, 2021 and Employer declined recognition on or about (Date) (If no reply received, so state).
☐ 7b. Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.

8a. Name of Recognized or Certified Bargaining Agent (If none, so state) None		8b. Address:	
8c. Tel. No.	8d. Cell No.	8e. Fax No.	8f. E-Mail Address
8g. Affiliation, if any:		8h. Date of Recognition or Certification	
		8i. Expiration Date of Current or Most Recent Contract, if any (Month, Day, Year)	

9. Is there now a strike or picketing at the Employer's establishment(s) involved? No If so, approximately how many employees are participating? _____
(Name of Labor Organization) _____ has picketed the Employer since (Month, Day, Year)

10. Organizations or individuals other than Petitioner and those named in Items 8 and 9, which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in the unit described in item 5b above. (If none, so state)
None

10a. Name	10b. Address	10c. Tel. No.	10d. Cell No.
		10e. Fax No.	10f. E-Mail Address

11. Election Details: If the NLRB conducts and election in this matter, state your position with respect to any such election: _____ 11a. Election Type:
☐ Manual ☒ Mail ☐ Mixed Manual/Mail

11b. Election Date(s): July 2, 2021	11c. Election Time(s): Mail election.	11d. Election Location(s):
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12a. Full Name of Petitioner (Including local name and number): International Association of Machinists and Aerospace Workers, Local Lodge 2515	12b. Address (street and number, city, State and ZIP code): 1017 Oregon Ave., Alamogordo, NM 88311
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12c. Full name of national or international labor organization of which Petitioner is an affiliate or constituent (if none, so state):
International Association of Machinists and Aerospace Workers, AFL-CIO

12d. Tel. No. 575-434-0211	12e. Cell No.	12f. Fax No.	12g. E-Mail Address rcarrillo@iamaw.org
13. Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding. 13a. Name and Title: David W.M. Fujimoto, Attorney		13b. Address (street and number, city, State and ZIP code): 1375 55th Street, Emeryville, California 94608	
13c. Tel. No. (510) 337-1001	13d. Cell No.	13e. Fax No. (510) 337-1023	13f. E-Mail Address dfujimoto@unioncounsel.net

I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.

Name (Print) David W.M. Fujimoto	Signature 	Title Attorney	Date 06/21/21
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WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

ATTACHMENT TO RC PETITION

**Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and
Servpro Industries Inc, as joint employer**

Responses to Boxes 2a-3f**Employer 1**

- 2a. Supreme Labor Source, LLC
- 2b. 1741 Marshall Road, Fort Bliss, TX 79916
- 3a. Leo Millan
- 3b. 126 Main St., Ste. A, Clarksville, TN 37040
- 3c. (931) 919-0334
- 3f. (b) (6), (b) (7)(C)

Employer 2

- 2a. Clark Contracting, LLC d/b/a Servpro of Douglas County
- 2b. 1741 Marshall Road, Fort Bliss, TX 79916
- 3a. Nikole Clark
- 3b. 1111 S. Calapooia Street, Sutherlin, OR 97479
- 3c. (541) 459-3987
- 3e. (541) 459-3101
- 3f. nikolec@servprodouglascounty.com

Employer 3

- 2a. Servpro Industries Inc.
- 2b. 1741 Marshall Road, Fort Bliss, TX 79916
- 3a. John Sooker, Executive Vice President & Chief Operating Officer 615-476-8991
- 3b. 801 Industrial Boulevard, Gallatin, TN 37066
- 3c. (615) 451-0200
- 3f. jsooker@servpronet.com

Form NLRB-5544
(5-2015)

CERTIFICATE OF SERVICE

Employer Name: Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc, as joint employer

Service on the Employer

I hereby certify that on June 21, 2021 (date), a copy of the petition involving the Employer named above, a Statement of Position (Form NLRB-505), and a Description of Procedures (Form NLRB-4812) were served on the Employer by: (check whichever is applicable)

- ☒ e-mail to the email address shown on the petition.
- ☐ facsimile (with the permission of the Employer) to the facsimile number shown on the petition.
- ☐ overnight mail to the mailing address shown on the petition.
- ☐ hand-delivery to _____ (name of Employer's representative) at the following address: _____

Service on the Other Party Named in the Petition

I hereby certify that on _____ (date), a copy of the petition involving the Employer named above, a Statement of Position (Form NLRB-505), and a Description of Procedures (Form NLRB-4812) were also served on _____ (name of party or parties) by: (check whichever is applicable)

- ☐ email to the email address shown on the petition.
- ☐ facsimile (with the permission of the party) to the facsimile number shown on the petition.
- ☐ overnight mail to the mailing address shown on the petition.
- ☐ hand-delivery to _____ (name of party's representative) at the following address: _____

Service on the Other Party Named in the Petition

I hereby certify that on _____ (date), a copy of the petition involving the Employer named above, a Statement of Position (Form NLRB-505), and a Description of Procedures (Form NLRB-4812) were also served on _____ (name of party or parties) by: (check whichever is applicable)

- ☐ email to the email address shown on the petition.
- ☐ facsimile (with the permission of the party) to the facsimile number shown on the petition.
- ☐ overnight mail to the mailing address shown on the petition.
- ☐ hand-delivery to _____ (name of party's representative) at the following address: _____

/s/ (b) (6), (b) (7)(C)

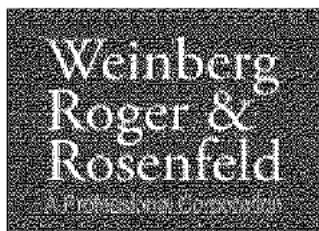
Signature

(b) (6), (b) (7)(C)

Name and Title

June 21, 2021

Date



1375 55th Street
Emeryville, California 94608
TELEPHONE: (510) 337-1001
FACSIMILE: (510) 337-1023
David W. M. Fujimoto
dfujimoto@unioncounsel.net

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ANDREA K. DON
LORI K. AQUINO

• Admitted in Hawaii
• Also admitted in Nevada
• Also admitted in Illinois
• Also admitted in New York and Alaska
• Also admitted in Minnesota
• Admitted in Nevada and Washington
• Also admitted in Idaho

June 21, 2021

VIA ELECTRONIC FILING

Cornele A. Overstreet, Regional Director
National Labor Relations Board, Region 28
421 Gold Avenue SW, Suite 310
Albuquerque, NM 87102-3223

**Re: Employer: Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a
Servpro of Douglas County, and Servpro Industries Inc, as joint employer
Petitioner: International Association of Machinists and Aerospace Workers,
Local Lodge: 2515
RC Petition**

Dear Director Overstreet:

Enclosed, please find a copy of the RC Petition filed on behalf of our client, International Association of Machinists and Aerospace Workers, Local Lodge 2515. Also enclosed is the electronic showing of interest in this matter, with declaration. The original showing of interest cards will be delivered to the Region.

Through this correspondence, please also accept the Union's request for three subpoenas ad testificandum and one subpoena duces tecum to use at the hearing in this matter. Please send the subpoenas to me electronically at nlrnotices@unioncounsel.net.

If you have any questions, please contact the undersigned or Ryan Carrillo at the Union. Mr. Carrillo can be reached at (916) 542-3351.

Sincerely,


David W. M. Fujimoto

DWMF (b) (6), (b) (7)(C)

Attachment

cc: International Association of Machinists and Aerospace Workers, Local Lodge 2515

151882\1178908

Case Name: Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer
Case No.: 28-RC-278861
Agent: Field Attorney LISA J. DUNN

CASEHANDLING LOG

[illegible]

NxGen Petition Assignment Sheet

CASE NAME: Supreme Labor Source, LLC and Clark Contracting, LLC d/b/a Servpro of Douglas County and Servpro Industries Inc. as Joint Employer

Method of Receipt Fax **Date Filed** 6/21/2021 **Inquiry Number:** 1-2957962287

ASSIGN TO: Doyle Choose an item. Dunn Choose an item. Choose an item.
(Supervisor) (Agent)

DECISION WRITER: Choose an item. Choose an item. Choose an item. Choose an item.
(Supervisor) (Agent)

PRE HEARING MEETING DATE: _____

DEKLEWA? ☐ YES ☐ NO

AMENDED PETITION? ☐ YES ☐ NO

JOINT PETITIONER? ☐ YES ☐ NO

If so who: _____

RECOGNIZED UNION? ☐ YES ☐ NO

If so who: _____

Is this case blocked? ☐ YES ☐ NO If so, case number: _____

Other unions involved: _____

Select code for union(s) other than Petitioner involved:

☐ 1 = Recognized Union ☐ 2 = **Union making Demand** ☐ 3 = Recognized Union and Union making Demand

SCOPE: ☐ Company Wide > 1 Facility
☐ Company Wide Only 1 Facility
☐ Facility Wide
☐ **Less than Facility Wide**
☐ Multi-Employer
☐ Other

Is there picketing? ☐ YES ☐ NO Companion 8(b)(7)(C) charge? ☐ YES ☐ NO

Bargaining Status: ☐ Existing Contract ☐ Seeking Successor Contract
☐ **Organizational Campaign** ☐ Seeking Initial Contract ☐ None



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 28
2600 North Central Avenue
Suite 1400
Phoenix, AZ 85004-3099

Agency Website: www.nlr.gov
Telephone: (602)640-2160
Fax: (602)640-2178



Download
NLRB
Mobile App

June 22, 2021

URGENT

(b) (6), (b) (7)(C)

Supreme Labor Source, LLC
1741 Marshall Road
Fort Bliss, TX 79916

nikolec@servprodouglascounty.com
Clark Contracting, LLC d/b/a Servpro of Douglas County
1741 Marshall Road
Fort Bliss, TX 79916

jsooker@servpronet.com
Servpro Industries, Inc.
1741 Marshall Road
Fort Bliss, TX 79916

Re: Supreme Labor Source, LLC, Clark Contracting,
LLC d/b/a Servpro of Douglas County, and
Servpro Industries Inc. as joint employer
Case 28-RC-278861

Ladies and Gentlemen:

Enclosed is a copy of a petition that International Association of Machinists & Aerospace Workers, AFL-CIO, Local Lodge 2515 filed with the National Labor Relations Board (NLRB) seeking to represent certain of your employees. After a petition is filed, the employer is required to promptly take certain actions so please read this letter carefully to make sure you are aware of the employer's obligations. This letter tells you how to contact the Board agent who will be handling this matter, about the requirement to post and distribute the Notice of Petition for Election, the requirement to complete and serve a Statement of Position Form, the Petitioner's requirement to complete and serve a Responsive Statement of Position Form, a scheduled hearing in this matter, other information needed including a voter list, your right to be represented, and NLRB procedures, including how to submit documents to the NLRB.

Investigator: This petition will be investigated by Field Attorney Lisa J. Dunn whose telephone number is (602)416-4763. The Board agent will contact you shortly to discuss processing the petition. If you have any questions, please do not hesitate to call the Board agent. If the agent is not available, you may contact Supervisory Field Attorney Christopher J. Doyle whose telephone number is (602)416-4762. The Board agent may also contact you and the other party or parties to schedule a conference meeting or telephonic or video conference for some time before the close of business the day following receipt of the final Responsive Statement(s) of Position. This will give the parties sufficient time to determine if any issues can be resolved prior to hearing or if a hearing is necessary. If appropriate, the NLRB attempts to schedule an election either by agreement of the parties or by holding a hearing and then directing an election.

Required Posting and Distribution of Notice: You must post the enclosed Notice of Petition for Election by **Tuesday, June 29, 2021** in conspicuous places, including all places where notices to employees are customarily posted. The Notice of Petition for Election must be posted so all pages are simultaneously visible. If you customarily communicate electronically with employees in the petitioned-for unit, you must also distribute the notice electronically to them. You must maintain the posting until the petition is dismissed or withdrawn or this notice is replaced by the Notice of Election. Posting and distribution of the Notice of Petition for Election will inform the employees whose representation is at issue and the employer of their rights and obligations under the National Labor Relations Act in the representation context. Failure to post or distribute the notice may be grounds for setting aside an election if proper and timely objections are filed.

Required Statement of Position: In accordance with Section 102.63(b) of the Board's Rules, the employer is required to complete the enclosed Statement of Position form (including the attached Commerce Questionnaire), have it signed by an authorized representative, and file a completed copy (with all required attachments) with this office and serve it on all parties named in the petition such that it is received by them by **noon Mountain Standard Time on July 02, 2021**. This form solicits information that will facilitate entry into election agreements or streamline the pre-election hearing if the parties are unable to enter into an election agreement. **This form must be e-Filed, but unlike other e-Filed documents, will *not* be timely if filed on the due date but after noon July 02, 2021.** If you have questions about this form or would like assistance in filling out this form, please contact the Board agent named above.

List(s) of Employees: The employer's Statement of Position must include a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. If the employer contends that the proposed unit is inappropriate, the employer must separately list the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit to make it an appropriate unit. The employer must also indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or

by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx)

Failure to Supply Information: Failure to supply the information requested by this form may preclude you from litigating issues under Section 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§ 102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

Responsive Statement of Position: In accordance with Section 102.63(b) of the Board's Rules, following timely filing and service of an employer's Statement of Position, the petitioner is required to complete the enclosed Responsive Statement of Position form, have it signed by an authorized representative, and file a completed copy with any necessary attachments, with this office and serve it on all parties named in the petition responding to the issues raised in the employer's Statement of Position, such that it is received no later than **noon Mountain Standard Time on July 08, 2021.**

Notice of Hearing: Enclosed is a Notice of Representation Hearing to be conducted at **10:00 AM on Tuesday, July 13, 2021 via videoconference**, if the parties do not voluntarily agree to an election. If a hearing is necessary, the hearing will run on consecutive days until concluded unless the regional director concludes that extraordinary circumstances warrant otherwise. Before the hearing begins, the NLRB will continue to explore potential areas of agreement with the parties in order to reach an election agreement and to eliminate or limit the costs associated with formal hearings.

Upon request of a party showing good cause, the regional director may postpone the hearing. A party desiring a postponement should make the request to the regional director in writing, set forth in detail the grounds for the request, and include the positions of the other parties regarding the postponement. E-Filing the request is required. A copy of the request must be served simultaneously on all the other parties, and that fact must be noted in the request.

Other Information Needed Now: Please submit to this office, as soon as possible, the following information needed to handle this matter:

- (a) A copy of any existing or recently expired collective-bargaining agreements, and any amendments or extensions, or any recognition agreements covering any of your employees in the unit involved in the petition (the petitioned-for unit);
- (b) The name and contact information for any other labor organization (union) claiming to represent any of the employees in the petitioned-for unit;
- (c) If potential voters will need notices or ballots translated into a language other than English, the names of those languages and dialects, if any.
- (d) If you desire a formal check of the showing of interest, you must provide an alphabetized payroll list of employees in the petitioned-for unit, with their job classifications, for the payroll period immediately before the date of this petition. Such a payroll list should be submitted as early as possible prior to the hearing. Ordinarily a formal check of the showing of interest is not performed using the employee list submitted as part of the Statement of Position.

Voter List: If an election is held in this matter, the employer must transmit to this office and to the other parties to the election, an alphabetized list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cellular telephone numbers) of eligible voters. Usually, the list must be furnished within 2 business days of the issuance of the Decision and Direction of Election or approval of an election agreement. I am advising you of this requirement now, so that you will have ample time to prepare this list. The list must be electronically filed with the Region and served electronically on the other parties. To guard against potential abuse, this list may not be used for purposes other than the representation proceeding, NLRB proceedings arising from it or other related matters.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or at the Regional office upon your request.

If someone contacts you about representing you in this case, please be assured that no organization or person seeking your business has any “inside knowledge” or favored relationship with the NLRB. Their knowledge regarding this matter was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Procedures: Pursuant to Section 102.5 of the Board’s Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency’s web site (www.nlr.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determinations solely based on the documents and evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the petition.

June 22, 2021

Information about the NLRB and our customer service standards is available on our website, www.nlr.gov, or from an NLRB office upon your request. We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



Cornele A. Overstreet
Regional Director

Enclosures

1. Petition
2. Notice of Petition for Election (Form 5492)
3. Notice of Representation Hearing
4. Description of Procedures in Certification and Decertification Cases (Form 4812)
5. Statement of Position form and Commerce Questionnaire (Form 505)
6. Responsive Statement of Position (Form 506)

cc: Supreme Labor Source, LLC
126 Main Street, Suite A
Clarksville, TN 37040

Clark Contracting, LLC d/b/a Servpro of Douglas County
1111 South Calapooia Street
Sutherlin, OR 97479

Servpro Industries, Inc.
801 Industrial Boulevard
Gallatin, TN 37066

CAO/LJD/mhz



National Labor Relations Board



NOTICE OF PETITION FOR ELECTION

This notice is to inform employees that International Association of Machinists & Aerospace Workers, AFL-CIO, Local Lodge 2515 has filed a petition with the National Labor Relations Board (NLRB), a Federal agency, in Case 28-RC-278861 seeking an election to become certified as the representative of the employees of Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer in the unit set forth below:

INCLUDED: All full-time and regular part-time Youth Care Workers and Youth Care Consultants employed by the Employer in the Youth Care Centers located at Fort Bliss, Texas.

EXCLUDED: All other employees, guards, and supervisors under the Act.

This notice also provides you with information about your basic rights under the National Labor Relations Act, the processing of the petition, and rules to keep NLRB elections fair and honest.

YOU HAVE THE RIGHT under Federal Law

- To self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of your own choosing
- To act together for the purposes of collective bargaining or other mutual aid or protection
- To refuse to do any or all of these things unless the union and employer, in a state where such agreements are permitted, enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustments).

PROCESSING THIS PETITION

Elections do not necessarily occur in all cases after a petition is filed. **NO FINAL DECISIONS HAVE BEEN MADE YET** regarding the appropriateness of the proposed unit or whether an election will be held in this matter. If appropriate, the NLRB will first see if the parties will enter into an election agreement that specifies the method, date, time, and location of an election and the unit of employees eligible to vote. If the parties do not enter into an election agreement, usually a hearing is held to receive evidence on the appropriateness of the unit and other issues in dispute. After a hearing, an election may be directed by the NLRB, if appropriate.

IF AN ELECTION IS HELD, it will be conducted by the NLRB by secret ballot and Notices of Election will be posted before the election giving complete details for voting.

ELECTION RULES

The NLRB applies rules that are intended to keep its elections fair and honest and that result in a free choice. If agents of any party act in such a way as to interfere with your right to a free election, the election can be set aside by the NLRB. Where appropriate the NLRB provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with employees' rights and may result in setting aside the election:

- Threatening loss of jobs or benefits by an employer or a union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises
- An employer firing employees to discourage or encourage union activity or a union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time, where attendance is mandatory, within the 24-hour period before the polls for the election first open or, if the election is conducted by mail, from the time and date the ballots are scheduled to be sent out by the Region until the time and date set for their return
- Incitement by either an employer or a union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a union or an employer to influence their votes

Please be assured that IF AN ELECTION IS HELD, every effort will be made to protect your right to a free choice under the law. Improper conduct will not be permitted. All parties are expected to cooperate fully with the NLRB in maintaining basic principles of a fair election as required by law. The NLRB as an agency of the United States Government does not endorse any choice in the election.

For additional information about the processing of petitions, go to www.nlr.gov or contact the NLRB at (602)640-2160.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND MUST NOT BE DEFACED BY ANYONE. IT MUST REMAIN POSTED WITH ALL PAGES SIMULTANEOUSLY VISIBLE UNTIL REPLACED BY THE NOTICE OF ELECTION OR THE PETITION IS DISMISSED OR WITHDRAWN.



National Labor Relations Board





**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**



**SUPREME LABOR SOURCE, LLC, CLARK CONTRACTING,
LLC D/B/A SERVPRO OF DOUGLAS COUNTY, AND SERVPRO
INDUSTRIES INC. AS JOINT EMPLOYER**

Employer

Case 28-RC-278861

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS &
AEROSPACE WORKERS, AFL-CIO, LOCAL LODGE 2515**

Petitioner

NOTICE OF REPRESENTATION HEARING

The Petitioner filed the attached petition pursuant to Section 9(c) of the National Labor Relations Act. It appears that a question affecting commerce exists as to whether the employees in the unit described in the petition wish to be represented by a collective-bargaining representative as defined in Section 9(a) of the Act.

YOU ARE HEREBY NOTIFIED that, pursuant to Sections 3(b) and 9(c) of the Act, at 10:00 AM on **Tuesday, July 13, 2021** and on consecutive days thereafter until concluded, via videoconference, a hearing will be conducted before a hearing officer of the National Labor Relations Board. At the hearing, the parties will have the right to appear in person or otherwise, and give testimony.

YOU ARE FURTHER NOTIFIED that, pursuant to Section 102.63(b) of the Board's Rules and Regulations, Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer must complete the Statement of Position and file it and all attachments with the Regional Director and serve it on the parties listed on the petition such that is received by them by no later than **noon** Mountain Standard time on **July 02, 2021**. Following timely filing and service of a Statement of Position by Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer, the Petitioner must complete its Responsive Statement of Position(s) responding to the issues raised in the Employer's and/or Union's Statement of Position and file them and all attachments with the Regional Director and serve them on the parties named in the petition such they are received by them no later than **noon** Mountain Standard on **July 08, 2021**.

Pursuant to Section 102.5 of the Board's Rules and Regulations, all documents filed in cases before the Agency must be filed by electronically submitting (E-Filing) through the Agency's website (www.nlrb.gov), unless the party filing the document does not have access to the means for filing electronically or filing electronically would impose an undue burden. Documents filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing

electronically would impose an undue burden. Detailed instructions for using the NLRB's E-Filing system can be found in the [E-Filing System User Guide](#)

The Statement of Position and Responsive Statement of Position must be E-Filed but, unlike other E-Filed documents, must be filed by **noon** Mountain Standard on the due date in order to be timely. If an election agreement is signed by all parties and returned to the Regional Office before the due date of the Statement of Position, the Statement of Position and Responsive Statement of Position are not required to be filed. If an election agreement is signed by all parties and returned to the Regional office after the due date of the Statement of Position but before the due date of the Responsive Statement of Position, the Responsive Statement of Position is not required to be filed.

Dated: June 22, 2021

/s/ Cornele A. Overstreet

Cornele A. Overstreet, Regional Director
National Labor Relations Board
Region 28

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

**DESCRIPTION OF REPRESENTATION CASE PROCEDURES
IN CERTIFICATION AND DECERTIFICATION CASES**

The National Labor Relations Act grants employees the right to bargain collectively through representatives of their own choosing and to refrain from such activity. A party may file an RC, RD or RM petition with the National Labor Relations Board (NLRB) to conduct a secret ballot election to determine whether a representative will represent, or continue to represent, a unit of employees. An **RC** petition is generally filed by a union that desires to be certified as the bargaining representative. An **RD** petition is filed by employees who seek to remove the currently recognized union as the bargaining representative. An **RM** petition is filed by an employer who seeks an election because one or more individuals or unions have sought recognition as the bargaining representative, or based on a reasonable belief supported by objective considerations that the currently recognized union has lost its majority status. This form generally describes representation case procedures in RC, RD and RM cases, also referred to as certification and decertification cases.

Right to be Represented – Any party to a case with the NLRB has the right to be represented by an attorney or other representative in any proceeding before the NLRB. A party wishing to have a representative appear on its behalf should have the representative complete a Notice of Appearance (Form NLRB-4701), and E-File it at www.nlrb.gov or forward it to the NLRB Regional Office handling the petition as soon as possible.

Filing and Service of Petition – A party filing an RC, RD or RM petition is required to serve a copy of its petition on the parties named in the petition along with this form and the Statement of Position form. The petitioner files the petition with the NLRB, together with (1) a certificate showing service of these documents on the other parties named in the petition, and (2) a showing of interest to support the petition. The showing of interest is not served on the other parties.

Notice of Hearing – After a petition in a certification or decertification case is filed with the NLRB, the NLRB reviews the petition, certificate of service, and the required showing of interest for sufficiency, assigns the petition a case number, and promptly sends letters to the parties notifying them of the Board agent who will be handling the case. In most cases, the letters include a Notice of Representation Hearing. Except in cases presenting unusually complex issues, this pre-election hearing is set for a date 14 business days (excluding weekends and federal holidays) from the date of service of the notice of hearing. Once the hearing begins, it will continue day to day until completed absent extraordinary circumstances. The Notice of Representation Hearing also sets the due date for filing and serving the Statement(s) of Position and the Responsive Statement of Position(s). Included with the Notice of Representation Hearing are the following: (1) copy of the petition, (2) this form, (3) Statement of Position for non-petitioning parties, (4) petitioner's Responsive Statement of Position, (5) Notice of Petition for Election, and (6) letter advising how to contact the Board agent who will be handling the case and discussing those documents.

Hearing Postponement: Requests to postpone the hearing are not routinely granted, but the regional director may postpone the hearing for good cause. A party wishing to request a postponement should make the request in writing and set forth in detail the grounds for the request. The request should include the positions of the other parties regarding the postponement. The request must be filed electronically ("E-Filed") on the Agency's website (www.nlrb.gov) by following the instructions on the website. A copy of the request must be served simultaneously on all the other parties, and that fact must be noted in the request.

Statement of Position Form and List(s) of Employees – The Statement of Position form solicits commerce and other information that will facilitate entry into election agreements or streamline the pre-election hearing if the parties are unable to enter into an election agreement. In an **RC** or **RD** case, as part of its Statement of Position form, the employer also provides a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit. If the employer contends that the proposed unit is not appropriate, the employer must separately list the same information for all individuals that the employer contends must be added to the proposed unit to make it an appropriate unit, and must further indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin

with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx)

Ordinarily the Statement of Position must be filed with the Regional Office and served on the other parties such that it is received by them by noon 8 business days from the issuance of the Notice of Hearing. The regional director may postpone the due date for filing and serving the Statement of Position for good cause. The Statement of Position form must be E-Filed but, unlike other E-Filed documents, will not be timely if filed on the due date but after noon in the time zone of the Region where the petition is filed. Consequences for failing to satisfy the Statement of Position requirement are discussed on the following page under the heading "Preclusion." A request to postpone the hearing will not automatically be treated as a request for an extension of the Statement of Position due date. If a party wishes to request both a postponement of the hearing and a postponement of the Statement of Position due date, the request must make that clear and must specify the reasons that postponements of both are sought.

Responsive Statement of Position – Petitioner's Responsive Statement(s) of Position solicits a response to the Statement(s) of Position filed by the other parties and further facilitates entry into election agreements or streamlines the preelection hearing. A petitioner must file a Responsive Statement of Position in response to each party's Statement of Position addressing each issue in each Statement of Position(s), if desired. In the case of an RM petition, the employer-petitioner must also provide commerce information and file and serve a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit. Ordinarily, the Responsive Statement of Position must be electronically filed with the Regional Office and served on the other parties such that it is received by noon 3 business days prior to the hearing. The regional director may postpone the due date for filing and serving the Responsive Statement of Position for good cause. The Responsive Statement of Position form must be E-Filed but, unlike other E-Filed documents, will not be timely if filed on the due date but after noon in the time zone of the Region where the petition is filed. Consequences for failing to satisfy the Responsive Statement of Position requirement are discussed on the following page under the heading "Preclusion." A request to postpone the hearing will not automatically be treated as a request for an extension of the Responsive Statement of Position due date. If a party wishes to request both a postponement of the hearing and a Postponement of the Responsive Statement of Position due date, the request must make that clear and must specify the reasons that postponements of both are sought.

Posting and Distribution of Notice of Petition for Election – Within 5 business days after service of the notice of hearing, the employer must post the Notice of Petition for Election in conspicuous places, including all places where notices to employees are customarily posted, and must also distribute it electronically to the employees in the petitioned-for unit if the employer customarily communicates with these employees electronically. The employer must maintain the posting until the petition is dismissed or withdrawn, or the Notice of Petition for Election is replaced by the Notice of Election. The employer's failure properly to post or distribute the Notice of Petition for Election may be grounds for setting aside the election if proper and timely objections are filed.

Election Agreements – Elections can occur either by agreement of the parties or by direction of the regional director or the Board. Three types of agreements are available: (1) a Consent Election Agreement (Form NLRB-651); (2) a Stipulated Election Agreement (Form NLRB-652); and (3) a Full Consent Agreement (Form NLRB-5509). In the Consent Election Agreement and the Stipulated Election Agreement, the parties agree on an appropriate unit and the method, date, time, and place of a secret ballot election that will be conducted by an NLRB agent. In the Consent Agreement, the parties also agree that post-election matters (election objections or determinative challenged ballots) will be resolved with finality by the regional director; whereas in the Stipulated Election Agreement, the parties agree that they may request Board review of the regional director's post-election determinations. A Full Consent Agreement provides that the regional director will make final determinations regarding all pre-election and post-election issues.

Hearing Cancellation Based on Agreement of the Parties – The issuance of the Notice of Representation Hearing does not mean that the matter cannot be resolved by agreement of the parties. On the contrary, the NLRB encourages prompt voluntary adjustments and the Board agent assigned to the case will work with the parties to enter into an election agreement, so the parties can avoid the time and expense of participating in a hearing.

Hearing – A hearing will be held unless the parties enter into an election agreement approved by the regional director or the petition is dismissed or withdrawn.

Purpose of Hearing: The primary purpose of a pre-election hearing is to determine if a question of representation exists. A question of representation exists if a proper petition has been filed concerning a unit appropriate for the purpose of collective bargaining or, in the case of a decertification petition, concerning a unit in which a labor organization has been certified or is being currently recognized by the employer as the bargaining representative.

Issues at Hearing: Issues that might be litigated at the pre-election hearing include: jurisdiction; labor organization status; bars to elections; unit appropriateness; expanding and contracting unit issues; inclusion of professional employees with nonprofessional employees; seasonal operation; potential mixed guard/non-guard unit; and eligibility formulas. At the hearing, the timely filed Statement of Position and Responsive Statement of Position(s) will be received into evidence. The hearing officer will not receive evidence concerning any issue as to which the parties have not taken adverse positions, except for evidence regarding the Board's jurisdiction over the employer and evidence concerning any issue, such as the appropriateness of the proposed unit, as to which the regional director determines that record evidence is necessary.

Preclusion: At the hearing, a party will be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or Responsive Statement of Position(s) or to place in dispute in timely response to another party's Statement of Position or response, except that no party will be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. As set forth in §102.66(d) of the Board's rules, if the employer fails to timely furnish the lists of employees, the employer will be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

Conduct of Hearing: If held, the hearing is usually open to the public and will be conducted by a hearing officer of the NLRB. Any party has the right to appear at any hearing in person, by counsel, or by other representative, to call, examine, and cross-examine witnesses, and to introduce into the record evidence of the significant facts that support the party's contentions and are relevant to the existence of a question of representation. The hearing officer also has the power to call, examine, and cross-examine witnesses and to introduce into the record documentary and other evidence. Witnesses will be examined orally under oath. The rules of evidence prevailing in courts of law or equity shall not be controlling. Parties appearing at any hearing who have or whose witnesses have disabilities falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, should notify the regional director as soon as possible and request the necessary assistance.

Official Record: An official reporter will make the only official transcript of the proceedings and all citations in briefs or arguments must refer to the official record. (Copies of exhibits should be supplied to the hearing officer and other parties at the time the exhibit is offered in evidence.) All statements made at the hearing will be recorded by the official reporter while the hearing is on the record. If a party wishes to make off-the-record remarks, requests to make such remarks should be directed to the hearing officer and not to the official reporter. After the close of the hearing, any request for corrections to the record, either by stipulation or motion, should be forwarded to the regional director.

Motions and Objections: All motions must be in writing unless stated orally on the record at the hearing and must briefly state the relief sought and the grounds for the motion. A copy of any motion must be served immediately on the other parties to the proceeding. Motions made during the hearing are filed with the hearing officer. All other motions are filed with the regional director, except that motions made after the transfer of the record to the Board are filed with the Board. If not E-Filed, an original and two copies of written motions shall be filed. Statements of reasons in support of motions or objections should be as concise as possible. Objections shall not be deemed waived by further participation in the hearing. On

appropriate request, objections may be permitted to stand to an entire line of questioning. Automatic exceptions will be allowed to all adverse rulings.

Election Details: Prior to the close of the hearing the hearing officer will: (1) solicit the parties' positions (but will not permit litigation) on the type, date(s), time(s), and location(s) of the election and the eligibility period; (2) solicit the name, address, email address, facsimile number, and phone number of the employer's on-site representative to whom the regional director should transmit the Notice of Election if an election is directed; (3) inform the parties that the regional director will issue a decision as soon as practicable and will immediately transmit the document to the parties and their designated representatives by email, facsimile, or by overnight mail (if neither an email address nor facsimile number was provided); and (4) inform the parties of their obligations if the director directs an election and of the time for complying with those obligations.

Oral Argument and Briefs: Upon request, any party is entitled to a reasonable period at the close of the hearing for oral argument, which will be included in the official transcript of the hearing. At any time before the close of the hearing, any party may file a memorandum addressing relevant issues or points of law. Post-hearing briefs shall be due within 5 business days of the close of the hearing. The hearing officer may allow up to 10 additional business days for such briefs prior to the close of hearing and for good cause. If filed, copies of the memorandum or brief shall be served on all other parties to the proceeding and a statement of such service shall be filed with the memorandum or brief. No reply brief may be filed except upon special leave of the regional director. Briefs including electronic documents, filed with the Regional Director must be formatted as double-spaced in an 8½ by 11 inch format and must be e-filed through the Board's website, www.nlr.gov.

Regional Director Decision - After the hearing, the regional director issues a decision directing an election, dismissing the petition or reopening the hearing. A request for review of the regional director's pre-election decision may be filed with the Board at any time after issuance of the decision until 10 business days after a final disposition of the proceeding by the regional director. Accordingly, a party need not file a request for review before the election in order to preserve its right to contest that decision after the election. Instead, a party can wait to see whether the election results have mooted the basis of an appeal. The Board will grant a request for review only where compelling reasons exist therefor.

Voter List – The employer must provide to the regional director and the parties named in the election agreement or direction of election a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cellular ("cell") telephone numbers) of all eligible voters. (In construction industry elections, unless the parties stipulate to the contrary, also eligible to vote are all employees in the unit who either (1) were employed a total of 30 working days or more within the 12 months preceding the election eligibility date or (2) had some employment in the 12 months preceding the election eligibility date and were employed 45 working days or more within the 24 months immediately preceding the election eligibility date. However, employees meeting either of those criteria who were terminated for cause or who quit voluntarily prior to the completion of the last job for which they were employed, are not eligible.) The employer must also include in a separate section of the voter list the same information for those individuals whom the parties have agreed should be permitted to vote subject to challenge or those individuals who, according to the direction of election, will be permitted to vote subject to challenge. The list of names must be alphabetized (overall or by department) and be in the same Microsoft Word file (or Microsoft Word compatible file) format as the initial lists provided with the Statement of Position form unless the parties agree to a different format or the employer certifies that it does not possess the capacity to produce the list in the required form. When feasible, the list must be filed electronically with the regional director and served electronically on the other parties named in the agreement or direction. To be timely filed and served, the voter list must be received by the regional director and the parties named in the agreement or direction respectively within 2 business days after the approval of the agreement or issuance of the direction of elections unless a longer time is specified in the agreement or direction. A certificate of service on all parties must be filed with the regional director when the voter list is filed. The employer's failure to file or serve the list within the specified time or in proper format shall be grounds for setting aside the election whenever proper and timely objections are filed. The parties shall not use the list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

Waiver of Time to Use Voter List – Under existing NLRB practice, an election is not ordinarily scheduled for a date earlier than 10 calendar days after the date when the employer must file the voter list with the Regional Office. However, the parties entitled to receive the voter list may waive all or part of the 10-day

period by executing Form NLRB-4483. A waiver will not be effective unless all parties who are entitled to the list agree to waive the same number of days.

Election – Information about the election, requirements to post and distribute the Notice of Election, and possible proceedings after the election is available from the Regional Office and will be provided to the parties when the Notice of Election is sent to the parties.

Withdrawal or Dismissal – If it is determined that the NLRB does not have jurisdiction or that other criteria for proceeding to an election are not met, the petitioner is offered an opportunity to withdraw the petition. If the petitioner does not withdraw the petition, the regional director will dismiss the petition and advise the petitioner of the reason for the dismissal and of the right to appeal to the Board.

REVIEW THE FOLLOWING IMPORTANT INFORMATION BEFORE FILLING OUT A STATEMENT OF POSITION FORM

Completing and Filing this Form: The Notice of Hearing indicates which parties are responsible for completing the form. If you are required to complete the form, you must have it signed by an authorized representative and file a completed copy (including all attachments) with the RD and serve copies on all parties named in the petition by the date and time established for its submission. If more space is needed for your answers, additional pages may be attached. If you have questions about this form or would like assistance in filling out this form, please contact the Board agent assigned to handle this case. **You must EFile your Statement of Position at www.nlr.gov, but unlike other e-Filed documents, it will *not* be timely if filed on the due date but after noon in the time zone of the Region where the petition was filed.**

***Note:** Non-employer parties who complete this Statement of Position are NOT required to complete items 8f and 8g of the form, or to provide a commerce questionnaire or the lists described in item 7.*

Required Lists: The employer's Statement of Position must include a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. If the employer contends that the proposed unit is inappropriate, the employer must separately list the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit to make it an appropriate unit. The employer must also indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx).

Consequences of Failure to Supply Information: Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
STATEMENT OF POSITION

DO NOT WRITE IN THIS SPACE

Case No. 28-RC-278861	Date Filed June 21, 2021
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INSTRUCTIONS: Submit this Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and all attachments on each party named in the petition in this case such that it is received by them by the date and time specified in the notice of hearing.

Note: Non-employer parties who complete this form are NOT required to complete items 8f or 8g below or to provide a commerce questionnaire or the lists described in item 7.

1a. Full name of party filing Statement of Position		1c. Business Phone:	1e. Fax No.:
1b. Address (Street and number, city, state, and ZIP code)		1d. Cell No.:	1f. e-Mail Address
2. Do you agree that the NLRB has jurisdiction over the Employer in this case? <input type="checkbox"/> Yes <input type="checkbox"/> No (A completed commerce questionnaire (Attachment A) must be submitted by the Employer, regardless of whether jurisdiction is admitted)			
3. Do you agree that the proposed unit is appropriate? <input type="checkbox"/> Yes <input type="checkbox"/> No (If not, answer 3a and 3b)			
a. State the basis for your contention that the proposed unit is not appropriate. (If you contend a classification should be excluded or included briefly explain why, such as shares a community of interest or are supervisors or guards)			
b. State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit.			
Added		Excluded	
4. Other than the individuals in classifications listed in 3b, list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contesting their eligibility.			
5. Is there a bar to conducting an election in this case? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the basis for your position.			
6. Describe all other issues you intend to raise at the pre-election hearing.			
7. The employer must provide the following lists which must be alphabetized (overall or by department) in the format specified at www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx . (a) A list containing the full names, work locations, shifts and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of the petition who remain employed as of the date of the filing of the petition. (Attachment B) (b) If the employer contends that the proposed unit is inappropriate the employer must provide (1) a separate list containing the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit, if any to make it an appropriate unit, (Attachment C) and (2) a list containing the full names of any individuals it contends must be excluded from the proposed unit to make it an appropriate unit. (Attachment D)			
8a. State your position with respect to the details of any election that may be conducted in this matter. Type: <input type="checkbox"/> Manual <input type="checkbox"/> Mail <input type="checkbox"/> Mixed Manual/Mail			
8b. Date(s)	8c. Time(s)	8d. Location(s)	
8e. Eligibility Period (e.g. special eligibility formula)	8f. Last Payroll Period Ending Date	8g. Length of payroll period <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify length)	
9. Representative who will accept service of all papers for purposes of the representation proceeding			
9a. Full name and title of authorized representative	9b. Signature of authorized representative		9c. Date
9d. Address (Street and number, city, state, and ZIP code)			9e. e-Mail Address
9f. Business Phone No.:		9g. Fax No.	9h. Cell No.

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER
28-RC-278861

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).

7A. PRINCIPAL LOCATION:

7B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:

B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT (Check the appropriate box): ☐ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR (FY DATES _____)

YES

NO

A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$ _____

B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$ _____

C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$ _____

D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$ _____

E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____

F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____

G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$ _____

H. Gross Revenues from all sales or performance of services (Check the largest amount):

☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.

I. Did you begin operations within the last 12 months? If yes, specify date: _____

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO (If yes, name and address of association or group).

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

REVIEW THE FOLLOWING IMPORTANT INFORMATION BEFORE FILLING OUT A RESPONSIVE STATEMENT OF POSITION FORM

Completing and Filing this Form: For **RC and RD petitions**, the Petitioner is required to complete this form in response to each timely filed and served Statement of Position filed by another party. For **RM petitions**, the Employer-Petitioner must complete a Responsive Statement of Position form and submit the list described below. In accordance with Section 102.63(b) of the Board's Rules, if you are required to complete the form, you must have it signed by an authorized representative, and file a completed copy with any necessary attachments, with this office and serve it on all parties named in the petition responding to the issues raised in another party's Statement of Position, such that it is received no later than noon three business days before the date of the hearing. A separate form must be completed for each timely filed and properly served Statement of Position you receive. If more space is needed for your answers, additional pages may be attached. If you have questions about this form or would like assistance in filling out this form, please contact the Board agent assigned to handle this case. **You must E-File your Responsive Statement of Position at www.NLRB.gov, but unlike other e-Filed documents, it will *not* be timely if filed on the due date but after noon in the time zone of the Region where the petition was filed. Note that if you are completing this form as a PDF downloaded from www.NLRB.gov, the form will lock upon signature and no further editing may be made.**

Required List: In addition to responding to the issues raised in another party's Statement of Position, if any, the Employer-Petitioner in an RM case is required to file and serve on the parties a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. This list must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the list in the required form, the list must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx)

Consequences of Failure to Submit a Responsive Statement of Position: Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
RESPONSIVE STATEMENT OF POSITION – RC, RD or RM PETITION

DO NOT WRITE IN THIS SPACE

Case No.
28-RC-278861

Date Filed
June 21, 2021

INSTRUCTIONS: If a party has submitted and served on you a timely Statement of Position to an RC, RD or RM petition, the Petitioner must submit this Responsive Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and any attachments on each party named in the petition in this case such that it is received by noon local time, three business days prior to the hearing date specified in the Notice of Hearing. A separate form must be completed for each timely filed and properly served Statement of Position received by the Petitioner. The Petitioner-Employer in a RM case is required to file this Responsive Statement of Position and include an appropriate employee list without regard to whether another party has filed a Statement of Position.

This Responsive Statement of Position is filed by the Petitioner in response to a Statement of Position received from the following party:

The Employer

An Intervenor/Union

1a. Full Name of Party Filing Responsive Statement of Position

1c. Business Phone

1d. Cell No.

1e. Fax No.

1f. E-Mail Address

1b. Address (Street and Number, City, State, and ZIP Code)

2. Identify all issues raised in the other party's Statement of Position that you dispute and describe the basis of your dispute:

a. EMPLOYER NAME/IDENTITY [Box 1a of Statement of Position Form NLRB-505 and Questionnaire on Commerce Information]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

b. JURISDICTION [Box 2 of Statement of Position Form NLRB-505 and Questionnaire on Commerce Information]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

c. APPROPRIATENESS OF UNIT [Boxes 3, 3a and 3b of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

d. INDIVIDUAL ELIGIBILITY [Box 4 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

e. BARS TO ELECTION [Box 5 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

f. ALL OTHER ISSUES [Box 6 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

g. ELECTION DETAILS [Boxes 8a, 8b, 8c, 8d, 8e, 8f, and 8g of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

Full Name and Title of Authorized Representative

Signature of Authorized Representative

Date

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

Please fill all necessary fields on the form PRIOR to digitally signing. To make changes after the form has been signed, right-click on the signature field and click "clear signature." Once complete, please sign the form.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 28
2600 North Central Avenue
Suite 1400
Phoenix, AZ 85004-3099

Agency Website: www.nlr.gov
Telephone: (602)640-2160
Fax: (602)640-2178



Download
NLRB
Mobile App

June 22, 2021

URGENT

rcarrillo@iamaw.org
International Association of Machinists &
Aerospace Workers, AFL-CIO, Local Lodge 2515
1017 Oregon Street
Alamogordo, NM 88310

Re: Supreme Labor Source, LLC, Clark Contracting,
LLC d/b/a Servpro of Douglas County, and
Servpro Industries Inc. as joint employer
Case 28-RC-278861

Ladies and Gentlemen:

The enclosed petition that you filed with the National Labor Relations Board (NLRB) has been assigned the above case number. This letter tells you how to contact the Board agent who will be handling this matter; explains your obligation to provide the originals of the showing of interest and the requirement that you complete and serve a Responsive Statement of Position form in response to each timely filed and served Statement(s) of Position; notifies you of a hearing; describes the employer's obligation to post and distribute a Notice of Petition for Election, complete a Statement of Position and provide a voter list; requests that you provide certain information; notifies you of your right to be represented; and discusses some of our procedures including how to submit documents to the NLRB.

Investigator: This petition will be investigated by Field Attorney Lisa J. Dunn whose telephone number is (602)416-4763. The Board agent will contact you shortly to discuss processing the petition. If you have any questions, please do not hesitate to call the Board agent. The Board agent may also contact you and the other party or parties to schedule a conference meeting or telephonic or video conference for some time before the close of business the day following receipt of the final Responsive Statement(s) of Position. This will give the parties sufficient time to determine if any issues can be resolved prior to hearing or if a hearing is necessary. If the agent is not available, you may contact Supervisory Field Attorney Christopher J. Doyle whose telephone number is (602)416-4762. If appropriate, the NLRB attempts to schedule an election either by agreement of the parties or by holding a hearing and then directing an election.

Showing of Interest: If the Showing of Interest you provided in support of your petition was submitted electronically or by fax, the original documents which constitute the Showing of Interest containing handwritten signatures must be delivered to the Regional office within **2 business days**. If the originals are not received within that time the Region will dismiss your petition.

Notice of Hearing: Enclosed is a Notice of Representation Hearing to be conducted at **10:00 AM on Tuesday, July 13, 2021 via videoconference**, if the parties do not voluntarily agree to an election. If a hearing is necessary, the hearing will run on consecutive days until concluded unless the regional director concludes that extraordinary circumstances warrant otherwise. Before the hearing begins, we will continue to explore potential areas of agreement with the parties in order to reach an election agreement and to eliminate or limit the costs associated with formal hearings.

Upon request of a party showing good cause, the regional director may postpone the hearing. A party desiring a postponement should make the request to the regional director in writing, set forth in detail the grounds for the request, and include the positions of the other parties regarding the postponement. E-Filing the request is required. A copy of the request must be served simultaneously on all the other parties, and that fact must be noted in the request.

Posting and Distribution of Notice: The Employer must post the enclosed Notice of Petition for Election by **Tuesday, June 29, 2021** in conspicuous places, including all places where notices to employees are customarily posted. If it customarily communicates electronically with its employees in the petitioned-for unit, it must also distribute the notice electronically to them. The Employer must maintain the posting until the petition is dismissed or withdrawn or this notice is replaced by the Notice of Election. Failure to post or distribute the notice may be grounds for setting aside the election if proper and timely objections are filed.

Statement of Position: In accordance with Section 102.63(b) of the Board's Rules, the Employer is required to complete the enclosed Statement of Position form, have it signed by an authorized representative, and file a completed copy with any necessary attachments, with this office and serve it on all parties named in the petition by **noon Mountain Standard Time on July 2, 2021**. The Statement of Position must include a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. If the Employer contends that the proposed unit is inappropriate, it must separately list the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit to make it an appropriate unit. The Employer must also indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit.

Required Responsive Statement of Position (RSOP): In accordance with Section 102.63(b) of the Board's Rules, following timely filing and service of a Statement of Position, the petitioner is required to complete the enclosed Responsive Statement of Position form addressing issues raised in any Statement(s) of Position. The petitioner must file a complete, signed RSOP in response to all other parties' timely filed and served Statement of Position, with

all required attachments, with this office and serve it on all parties named in the petition such that it is received by them by **noon Mountain Standard Time on July 8, 2021**. This form solicits information that will facilitate entry into election agreements or streamline the pre-election hearing if the parties are unable to enter into an election agreement. **This form must be e-Filed, but unlike other e-Filed documents, will not be timely if filed on the due date but after noon Mountain Standard Time.** If you have questions about this form or would like assistance in filling out this form, please contact the Board agent named above.

Failure to Supply Information: Failure to supply the information requested by the RSOP form may preclude you from litigating issues under Section 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§ 102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

Voter List: If an election is held in this matter, the Employer must transmit to this office and to the other parties to the election, an alphabetized list of the full names and addresses of all eligible voters, including their shifts, job classifications, work locations, and other contact information including available personal email addresses and available personal home and cellular telephone numbers. Usually, the list must be furnished within 2 business days of the issuance of the Decision and Direction of Election or approval of an election agreement. The list must be electronically filed with the Region and served electronically on the other parties. To guard against potential abuse, this list may not be used for purposes other than the representation proceeding, NLRB proceedings arising from it or other related matters.

Under existing NLRB practice, an election is not ordinarily scheduled for a date earlier than 10 days after the date when the Employer must file the voter list with the Regional Office. However, a petitioner and/or union entitled to receive the voter list may waive all or part of the 10-day period by executing Form NLRB-4483, which is available on the NLRB's website or from an NLRB office. A waiver will not be effective unless all parties who are entitled to the voter list agree to waive the same number of days.

Information Needed Now: Please submit to this office, as soon as possible, the following information needed to handle this matter:

- (a) The correct name of the Union as stated in its constitution or bylaws.
- (b) A copy of any existing or recently expired collective-bargaining agreements, and any amendments or extensions, or any recognition agreements covering any employees in the petitioned-for unit.
- (c) If potential voters will need notices or ballots translated into a language other than English, the names of those languages and dialects, if any.
- (d) The name and contact information for any other labor organization (union) claiming to represent or have an interest in any of the employees in the petitioned-for unit and for any employer who may be a joint employer of the employees in the proposed unit. Failure to disclose the existence of an interested party may delay the processing of the petition.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before the NLRB. In view of our policy of processing these cases expeditiously, if you wish to be represented, you should obtain representation promptly. Your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If someone contacts you about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the NLRB. Their knowledge regarding this matter was obtained only through access to information that must be made available to any member of the public under the Freedom of Information Act.

Procedures: Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlr.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determinations solely based on the documents and evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the

course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the petition.

Information about the NLRB and our customer service standards is available on our website, www.nlr.gov, or from an NLRB office upon your request. We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



Cornele A. Overstreet
Regional Director

Enclosures

1. Petition
2. Notice of Petition for Election (Form 5492)
3. Notice of Representation Hearing
4. Description of Procedures in Certification and Decertification Cases (Form 4812)
5. Statement of Position form and Commerce Questionnaire (Form 505)
6. Responsive Statement of Position (Form 506)

cc: Jason Hardwick, Grand Lodge Representative
International Association of Machinists and
Aerospace Workers
620 Coolidge Drive, Suite 130
Folsom, CA 95630-3182

David W. M. Fujimoto, Attorney at Law
Weinberg, Roger & Rosenfeld
1375 55th Street
Emeryville, CA 94608

Copy of petition only sent to:

William Haller, Associate General Counsel
International Association of Machinists & Aerospace Workers
9000 Machinists Place
Upper Marlboro, MD 20772-2687

CAO/LJD/mhz



National Labor Relations Board



NOTICE OF PETITION FOR ELECTION

This notice is to inform employees that International Association of Machinists & Aerospace Workers, AFL-CIO, Local Lodge 2515 has filed a petition with the National Labor Relations Board (NLRB), a Federal agency, in Case 28-RC-278861 seeking an election to become certified as the representative of the employees of Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer in the unit set forth below:

INCLUDED: All full-time and regular part-time Youth Care Workers and Youth Care Consultants employed by the Employer in the Youth Care Centers located at Fort Bliss, Texas.

EXCLUDED: All other employees, guards, and supervisors under the Act.

This notice also provides you with information about your basic rights under the National Labor Relations Act, the processing of the petition, and rules to keep NLRB elections fair and honest.

YOU HAVE THE RIGHT under Federal Law

- To self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of your own choosing
- To act together for the purposes of collective bargaining or other mutual aid or protection
- To refuse to do any or all of these things unless the union and employer, in a state where such agreements are permitted, enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustments).

PROCESSING THIS PETITION

Elections do not necessarily occur in all cases after a petition is filed. **NO FINAL DECISIONS HAVE BEEN MADE YET** regarding the appropriateness of the proposed unit or whether an election will be held in this matter. If appropriate, the NLRB will first see if the parties will enter into an election agreement that specifies the method, date, time, and location of an election and the unit of employees eligible to vote. If the parties do not enter into an election agreement, usually a hearing is held to receive evidence on the appropriateness of the unit and other issues in dispute. After a hearing, an election may be directed by the NLRB, if appropriate.

IF AN ELECTION IS HELD, it will be conducted by the NLRB by secret ballot and Notices of Election will be posted before the election giving complete details for voting.

ELECTION RULES

The NLRB applies rules that are intended to keep its elections fair and honest and that result in a free choice. If agents of any party act in such a way as to interfere with your right to a free election, the election can be set aside by the NLRB. Where appropriate the NLRB provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with employees' rights and may result in setting aside the election:

- Threatening loss of jobs or benefits by an employer or a union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises
- An employer firing employees to discourage or encourage union activity or a union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time, where attendance is mandatory, within the 24-hour period before the polls for the election first open or, if the election is conducted by mail, from the time and date the ballots are scheduled to be sent out by the Region until the time and date set for their return
- Incitement by either an employer or a union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a union or an employer to influence their votes

Please be assured that IF AN ELECTION IS HELD, every effort will be made to protect your right to a free choice under the law. Improper conduct will not be permitted. All parties are expected to cooperate fully with the NLRB in maintaining basic principles of a fair election as required by law. The NLRB as an agency of the United States Government does not endorse any choice in the election.

For additional information about the processing of petitions, go to www.nlr.gov or contact the NLRB at (602)640-2160.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND MUST NOT BE DEFACED BY ANYONE. IT MUST REMAIN POSTED WITH ALL PAGES SIMULTANEOUSLY VISIBLE UNTIL REPLACED BY THE NOTICE OF ELECTION OR THE PETITION IS DISMISSED OR WITHDRAWN.



National Labor Relations Board





**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**



**SUPREME LABOR SOURCE, LLC, CLARK CONTRACTING,
LLC D/B/A SERVPRO OF DOUGLAS COUNTY, AND
SERVPRO INDUSTRIES INC. AS JOINT EMPLOYER**

Employer

Case 28-RC-278861

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS &
AEROSPACE WORKERS, AFL-CIO, LOCAL LODGE 2515**

Petitioner

NOTICE OF REPRESENTATION HEARING

The Petitioner filed the attached petition pursuant to Section 9(c) of the National Labor Relations Act. It appears that a question affecting commerce exists as to whether the employees in the unit described in the petition wish to be represented by a collective-bargaining representative as defined in Section 9(a) of the Act.

YOU ARE HEREBY NOTIFIED that, pursuant to Sections 3(b) and 9(c) of the Act, at 10:00 AM on **Tuesday, July 13, 2021** and on consecutive days thereafter until concluded, via videoconference, a hearing will be conducted before a hearing officer of the National Labor Relations Board. At the hearing, the parties will have the right to appear in person or otherwise, and give testimony.

YOU ARE FURTHER NOTIFIED that, pursuant to Section 102.63(b) of the Board's Rules and Regulations, Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer must complete the Statement of Position and file it and all attachments with the Regional Director and serve it on the parties listed on the petition such that is received by them by no later than **noon** Mountain Standard time on **July 02, 2021**. Following timely filing and service of a Statement of Position by Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer, the Petitioner must complete its Responsive Statement of Position(s) responding to the issues raised in the Employer's and/or Union's Statement of Position and file them and all attachments with the Regional Director and serve them on the parties named in the petition such they are received by them no later than **noon** Mountain Standard on **July 08, 2021**.

Pursuant to Section 102.5 of the Board's Rules and Regulations, all documents filed in cases before the Agency must be filed by electronically submitting (E-Filing) through the Agency's website (www.nlrb.gov), unless the party filing the document does not have access to the means for filing electronically or filing electronically would impose an undue burden. Documents filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing

electronically would impose an undue burden. Detailed instructions for using the NLRB's E-Filing system can be found in the [E-Filing System User Guide](#)

The Statement of Position and Responsive Statement of Position must be E-Filed but, unlike other E-Filed documents, must be filed by **noon** Mountain Standard on the due date in order to be timely. If an election agreement is signed by all parties and returned to the Regional Office before the due date of the Statement of Position, the Statement of Position and Responsive Statement of Position are not required to be filed. If an election agreement is signed by all parties and returned to the Regional office after the due date of the Statement of Position but before the due date of the Responsive Statement of Position, the Responsive Statement of Position is not required to be filed.

Dated: June 22, 2021

/s/ Cornele A. Overstreet

Cornele A. Overstreet, Regional Director
National Labor Relations Board
Region 28

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

**DESCRIPTION OF REPRESENTATION CASE PROCEDURES
IN CERTIFICATION AND DECERTIFICATION CASES**

The National Labor Relations Act grants employees the right to bargain collectively through representatives of their own choosing and to refrain from such activity. A party may file an RC, RD or RM petition with the National Labor Relations Board (NLRB) to conduct a secret ballot election to determine whether a representative will represent, or continue to represent, a unit of employees. An **RC** petition is generally filed by a union that desires to be certified as the bargaining representative. An **RD** petition is filed by employees who seek to remove the currently recognized union as the bargaining representative. An **RM** petition is filed by an employer who seeks an election because one or more individuals or unions have sought recognition as the bargaining representative, or based on a reasonable belief supported by objective considerations that the currently recognized union has lost its majority status. This form generally describes representation case procedures in RC, RD and RM cases, also referred to as certification and decertification cases.

Right to be Represented – Any party to a case with the NLRB has the right to be represented by an attorney or other representative in any proceeding before the NLRB. A party wishing to have a representative appear on its behalf should have the representative complete a Notice of Appearance (Form NLRB-4701), and E-File it at www.nlrb.gov or forward it to the NLRB Regional Office handling the petition as soon as possible.

Filing and Service of Petition – A party filing an RC, RD or RM petition is required to serve a copy of its petition on the parties named in the petition along with this form and the Statement of Position form. The petitioner files the petition with the NLRB, together with (1) a certificate showing service of these documents on the other parties named in the petition, and (2) a showing of interest to support the petition. The showing of interest is not served on the other parties.

Notice of Hearing – After a petition in a certification or decertification case is filed with the NLRB, the NLRB reviews the petition, certificate of service, and the required showing of interest for sufficiency, assigns the petition a case number, and promptly sends letters to the parties notifying them of the Board agent who will be handling the case. In most cases, the letters include a Notice of Representation Hearing. Except in cases presenting unusually complex issues, this pre-election hearing is set for a date 14 business days (excluding weekends and federal holidays) from the date of service of the notice of hearing. Once the hearing begins, it will continue day to day until completed absent extraordinary circumstances. The Notice of Representation Hearing also sets the due date for filing and serving the Statement(s) of Position and the Responsive Statement of Position(s). Included with the Notice of Representation Hearing are the following: (1) copy of the petition, (2) this form, (3) Statement of Position for non-petitioning parties, (4) petitioner's Responsive Statement of Position, (5) Notice of Petition for Election, and (6) letter advising how to contact the Board agent who will be handling the case and discussing those documents.

Hearing Postponement: Requests to postpone the hearing are not routinely granted, but the regional director may postpone the hearing for good cause. A party wishing to request a postponement should make the request in writing and set forth in detail the grounds for the request. The request should include the positions of the other parties regarding the postponement. The request must be filed electronically ("E-Filed") on the Agency's website (www.nlrb.gov) by following the instructions on the website. A copy of the request must be served simultaneously on all the other parties, and that fact must be noted in the request.

Statement of Position Form and List(s) of Employees – The Statement of Position form solicits commerce and other information that will facilitate entry into election agreements or streamline the pre-election hearing if the parties are unable to enter into an election agreement. In an **RC** or **RD** case, as part of its Statement of Position form, the employer also provides a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit. If the employer contends that the proposed unit is not appropriate, the employer must separately list the same information for all individuals that the employer contends must be added to the proposed unit to make it an appropriate unit, and must further indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin

with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx)

Ordinarily the Statement of Position must be filed with the Regional Office and served on the other parties such that it is received by them by noon 8 business days from the issuance of the Notice of Hearing. The regional director may postpone the due date for filing and serving the Statement of Position for good cause. The Statement of Position form must be E-Filed but, unlike other E-Filed documents, will not be timely if filed on the due date but after noon in the time zone of the Region where the petition is filed. Consequences for failing to satisfy the Statement of Position requirement are discussed on the following page under the heading "Preclusion." A request to postpone the hearing will not automatically be treated as a request for an extension of the Statement of Position due date. If a party wishes to request both a postponement of the hearing and a postponement of the Statement of Position due date, the request must make that clear and must specify the reasons that postponements of both are sought.

Responsive Statement of Position – Petitioner's Responsive Statement(s) of Position solicits a response to the Statement(s) of Position filed by the other parties and further facilitates entry into election agreements or streamlines the preelection hearing. A petitioner must file a Responsive Statement of Position in response to each party's Statement of Position addressing each issue in each Statement of Position(s), if desired. In the case of an RM petition, the employer-petitioner must also provide commerce information and file and serve a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit. Ordinarily, the Responsive Statement of Position must be electronically filed with the Regional Office and served on the other parties such that it is received by noon 3 business days prior to the hearing. The regional director may postpone the due date for filing and serving the Responsive Statement of Position for good cause. The Responsive Statement of Position form must be E-Filed but, unlike other E-Filed documents, will not be timely if filed on the due date but after noon in the time zone of the Region where the petition is filed. Consequences for failing to satisfy the Responsive Statement of Position requirement are discussed on the following page under the heading "Preclusion." A request to postpone the hearing will not automatically be treated as a request for an extension of the Responsive Statement of Position due date. If a party wishes to request both a postponement of the hearing and a Postponement of the Responsive Statement of Position due date, the request must make that clear and must specify the reasons that postponements of both are sought.

Posting and Distribution of Notice of Petition for Election – Within 5 business days after service of the notice of hearing, the employer must post the Notice of Petition for Election in conspicuous places, including all places where notices to employees are customarily posted, and must also distribute it electronically to the employees in the petitioned-for unit if the employer customarily communicates with these employees electronically. The employer must maintain the posting until the petition is dismissed or withdrawn, or the Notice of Petition for Election is replaced by the Notice of Election. The employer's failure properly to post or distribute the Notice of Petition for Election may be grounds for setting aside the election if proper and timely objections are filed.

Election Agreements – Elections can occur either by agreement of the parties or by direction of the regional director or the Board. Three types of agreements are available: (1) a Consent Election Agreement (Form NLRB-651); (2) a Stipulated Election Agreement (Form NLRB-652); and (3) a Full Consent Agreement (Form NLRB-5509). In the Consent Election Agreement and the Stipulated Election Agreement, the parties agree on an appropriate unit and the method, date, time, and place of a secret ballot election that will be conducted by an NLRB agent. In the Consent Agreement, the parties also agree that post-election matters (election objections or determinative challenged ballots) will be resolved with finality by the regional director; whereas in the Stipulated Election Agreement, the parties agree that they may request Board review of the regional director's post-election determinations. A Full Consent Agreement provides that the regional director will make final determinations regarding all pre-election and post-election issues.

Hearing Cancellation Based on Agreement of the Parties – The issuance of the Notice of Representation Hearing does not mean that the matter cannot be resolved by agreement of the parties. On the contrary, the NLRB encourages prompt voluntary adjustments and the Board agent assigned to the case will work with the parties to enter into an election agreement, so the parties can avoid the time and expense of participating in a hearing.

Hearing – A hearing will be held unless the parties enter into an election agreement approved by the regional director or the petition is dismissed or withdrawn.

Purpose of Hearing: The primary purpose of a pre-election hearing is to determine if a question of representation exists. A question of representation exists if a proper petition has been filed concerning a unit appropriate for the purpose of collective bargaining or, in the case of a decertification petition, concerning a unit in which a labor organization has been certified or is being currently recognized by the employer as the bargaining representative.

Issues at Hearing: Issues that might be litigated at the pre-election hearing include: jurisdiction; labor organization status; bars to elections; unit appropriateness; expanding and contracting unit issues; inclusion of professional employees with nonprofessional employees; seasonal operation; potential mixed guard/non-guard unit; and eligibility formulas. At the hearing, the timely filed Statement of Position and Responsive Statement of Position(s) will be received into evidence. The hearing officer will not receive evidence concerning any issue as to which the parties have not taken adverse positions, except for evidence regarding the Board's jurisdiction over the employer and evidence concerning any issue, such as the appropriateness of the proposed unit, as to which the regional director determines that record evidence is necessary.

Preclusion: At the hearing, a party will be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or Responsive Statement of Position(s) or to place in dispute in timely response to another party's Statement of Position or response, except that no party will be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. As set forth in §102.66(d) of the Board's rules, if the employer fails to timely furnish the lists of employees, the employer will be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

Conduct of Hearing: If held, the hearing is usually open to the public and will be conducted by a hearing officer of the NLRB. Any party has the right to appear at any hearing in person, by counsel, or by other representative, to call, examine, and cross-examine witnesses, and to introduce into the record evidence of the significant facts that support the party's contentions and are relevant to the existence of a question of representation. The hearing officer also has the power to call, examine, and cross-examine witnesses and to introduce into the record documentary and other evidence. Witnesses will be examined orally under oath. The rules of evidence prevailing in courts of law or equity shall not be controlling. Parties appearing at any hearing who have or whose witnesses have disabilities falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, should notify the regional director as soon as possible and request the necessary assistance.

Official Record: An official reporter will make the only official transcript of the proceedings and all citations in briefs or arguments must refer to the official record. (Copies of exhibits should be supplied to the hearing officer and other parties at the time the exhibit is offered in evidence.) All statements made at the hearing will be recorded by the official reporter while the hearing is on the record. If a party wishes to make off-the-record remarks, requests to make such remarks should be directed to the hearing officer and not to the official reporter. After the close of the hearing, any request for corrections to the record, either by stipulation or motion, should be forwarded to the regional director.

Motions and Objections: All motions must be in writing unless stated orally on the record at the hearing and must briefly state the relief sought and the grounds for the motion. A copy of any motion must be served immediately on the other parties to the proceeding. Motions made during the hearing are filed with the hearing officer. All other motions are filed with the regional director, except that motions made after the transfer of the record to the Board are filed with the Board. If not E-Filed, an original and two copies of written motions shall be filed. Statements of reasons in support of motions or objections should be as concise as possible. Objections shall not be deemed waived by further participation in the hearing. On

appropriate request, objections may be permitted to stand to an entire line of questioning. Automatic exceptions will be allowed to all adverse rulings.

Election Details: Prior to the close of the hearing the hearing officer will: (1) solicit the parties' positions (but will not permit litigation) on the type, date(s), time(s), and location(s) of the election and the eligibility period; (2) solicit the name, address, email address, facsimile number, and phone number of the employer's on-site representative to whom the regional director should transmit the Notice of Election if an election is directed; (3) inform the parties that the regional director will issue a decision as soon as practicable and will immediately transmit the document to the parties and their designated representatives by email, facsimile, or by overnight mail (if neither an email address nor facsimile number was provided); and (4) inform the parties of their obligations if the director directs an election and of the time for complying with those obligations.

Oral Argument and Briefs: Upon request, any party is entitled to a reasonable period at the close of the hearing for oral argument, which will be included in the official transcript of the hearing. At any time before the close of the hearing, any party may file a memorandum addressing relevant issues or points of law. Post-hearing briefs shall be due within 5 business days of the close of the hearing. The hearing officer may allow up to 10 additional business days for such briefs prior to the close of hearing and for good cause. If filed, copies of the memorandum or brief shall be served on all other parties to the proceeding and a statement of such service shall be filed with the memorandum or brief. No reply brief may be filed except upon special leave of the regional director. Briefs including electronic documents, filed with the Regional Director must be formatted as double-spaced in an 8½ by 11 inch format and must be e-filed through the Board's website, www.nlr.gov.

Regional Director Decision - After the hearing, the regional director issues a decision directing an election, dismissing the petition or reopening the hearing. A request for review of the regional director's pre-election decision may be filed with the Board at any time after issuance of the decision until 10 business days after a final disposition of the proceeding by the regional director. Accordingly, a party need not file a request for review before the election in order to preserve its right to contest that decision after the election. Instead, a party can wait to see whether the election results have mooted the basis of an appeal. The Board will grant a request for review only where compelling reasons exist therefor.

Voter List – The employer must provide to the regional director and the parties named in the election agreement or direction of election a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cellular ("cell") telephone numbers) of all eligible voters. (In construction industry elections, unless the parties stipulate to the contrary, also eligible to vote are all employees in the unit who either (1) were employed a total of 30 working days or more within the 12 months preceding the election eligibility date or (2) had some employment in the 12 months preceding the election eligibility date and were employed 45 working days or more within the 24 months immediately preceding the election eligibility date. However, employees meeting either of those criteria who were terminated for cause or who quit voluntarily prior to the completion of the last job for which they were employed, are not eligible.) The employer must also include in a separate section of the voter list the same information for those individuals whom the parties have agreed should be permitted to vote subject to challenge or those individuals who, according to the direction of election, will be permitted to vote subject to challenge. The list of names must be alphabetized (overall or by department) and be in the same Microsoft Word file (or Microsoft Word compatible file) format as the initial lists provided with the Statement of Position form unless the parties agree to a different format or the employer certifies that it does not possess the capacity to produce the list in the required form. When feasible, the list must be filed electronically with the regional director and served electronically on the other parties named in the agreement or direction. To be timely filed and served, the voter list must be received by the regional director and the parties named in the agreement or direction respectively within 2 business days after the approval of the agreement or issuance of the direction of elections unless a longer time is specified in the agreement or direction. A certificate of service on all parties must be filed with the regional director when the voter list is filed. The employer's failure to file or serve the list within the specified time or in proper format shall be grounds for setting aside the election whenever proper and timely objections are filed. The parties shall not use the list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

Waiver of Time to Use Voter List – Under existing NLRB practice, an election is not ordinarily scheduled for a date earlier than 10 calendar days after the date when the employer must file the voter list with the Regional Office. However, the parties entitled to receive the voter list may waive all or part of the 10-day

period by executing Form NLRB-4483. A waiver will not be effective unless all parties who are entitled to the list agree to waive the same number of days.

Election – Information about the election, requirements to post and distribute the Notice of Election, and possible proceedings after the election is available from the Regional Office and will be provided to the parties when the Notice of Election is sent to the parties.

Withdrawal or Dismissal – If it is determined that the NLRB does not have jurisdiction or that other criteria for proceeding to an election are not met, the petitioner is offered an opportunity to withdraw the petition. If the petitioner does not withdraw the petition, the regional director will dismiss the petition and advise the petitioner of the reason for the dismissal and of the right to appeal to the Board.

REVIEW THE FOLLOWING IMPORTANT INFORMATION BEFORE FILLING OUT A STATEMENT OF POSITION FORM

Completing and Filing this Form: The Notice of Hearing indicates which parties are responsible for completing the form. If you are required to complete the form, you must have it signed by an authorized representative and file a completed copy (including all attachments) with the RD and serve copies on all parties named in the petition by the date and time established for its submission. If more space is needed for your answers, additional pages may be attached. If you have questions about this form or would like assistance in filling out this form, please contact the Board agent assigned to handle this case. **You must EFile your Statement of Position at www.nlrb.gov, but unlike other e-Filed documents, it will *not* be timely if filed on the due date but after noon in the time zone of the Region where the petition was filed.**

Note: Non-employer parties who complete this Statement of Position are NOT required to complete items 8f and 8g of the form, or to provide a commerce questionnaire or the lists described in item 7.

Required Lists: The employer's Statement of Position must include a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. If the employer contends that the proposed unit is inappropriate, the employer must separately list the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit to make it an appropriate unit. The employer must also indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlrb.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlrb.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx).

Consequences of Failure to Supply Information: Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
STATEMENT OF POSITION

DO NOT WRITE IN THIS SPACE

Case No. 28-RC-278861	Date Filed June 21, 2021
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INSTRUCTIONS: Submit this Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and all attachments on each party named in the petition in this case such that it is received by them by the date and time specified in the notice of hearing.

Note: Non-employer parties who complete this form are NOT required to complete items 8f or 8g below or to provide a commerce questionnaire or the lists described in item 7.

1a. Full name of party filing Statement of Position		1c. Business Phone:	1e. Fax No.:
1b. Address (Street and number, city, state, and ZIP code)		1d. Cell No.:	1f. e-Mail Address
2. Do you agree that the NLRB has jurisdiction over the Employer in this case? <input type="checkbox"/> Yes <input type="checkbox"/> No (A completed commerce questionnaire (Attachment A) must be submitted by the Employer, regardless of whether jurisdiction is admitted)			
3. Do you agree that the proposed unit is appropriate? <input type="checkbox"/> Yes <input type="checkbox"/> No (If not, answer 3a and 3b.)			
a. State the basis for your contention that the proposed unit is not appropriate. (If you contend a classification should be excluded or included briefly explain why, such as shares a community of interest or are supervisors or guards.)			
b. State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit.			
Added		Excluded	
4. Other than the individuals in classifications listed in 3b, list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contesting their eligibility.			
5. Is there a bar to conducting an election in this case? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the basis for your position.			
6. Describe all other issues you intend to raise at the pre-election hearing.			
7. The employer must provide the following lists which must be alphabetized (overall or by department) in the format specified at www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx . (a) A list containing the full names, work locations, shifts and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of the petition who remain employed as of the date of the filing of the petition. (Attachment B) (b) If the employer contends that the proposed unit is inappropriate the employer must provide (1) a separate list containing the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit, if any to make it an appropriate unit, (Attachment C) and (2) a list containing the full names of any individuals it contends must be excluded from the proposed unit to make it an appropriate unit. (Attachment D)			
8a. State your position with respect to the details of any election that may be conducted in this matter. Type: <input type="checkbox"/> Manual <input type="checkbox"/> Mail <input type="checkbox"/> Mixed Manual/Mail			
8b. Date(s)	8c. Time(s)	8d. Location(s)	
8e. Eligibility Period (e.g. special eligibility formula)	8f. Last Payroll Period Ending Date	8g. Length of payroll period <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify length)	
9. Representative who will accept service of all papers for purposes of the representation proceeding			
9a. Full name and title of authorized representative		9b. Signature of authorized representative	9c. Date
9d. Address (Street and number, city, state, and ZIP code)			9e. e-Mail Address
9f. Business Phone No.:		9g. Fax No.	9h. Cell No.

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER 28-RC-278861
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1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES
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4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).

7A. PRINCIPAL LOCATION:

7B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:

B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT (Check the appropriate box): ☐ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR (FY DATES _____)

	YES	NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value. \$ _____		
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$ _____		
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$ _____		
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$ _____		
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$ _____		
H. Gross Revenues from all sales or performance of services (Check the largest amount): <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 or more If less than \$100,000, indicate amount.		
I. Did you begin operations within the last 12 months? If yes, specify date: _____		

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO (If yes, name and address of association or group).

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER
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12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)	SIGNATURE	E-MAIL ADDRESS	DATE
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PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

REVIEW THE FOLLOWING IMPORTANT INFORMATION BEFORE FILLING OUT A RESPONSIVE STATEMENT OF POSITION FORM

Completing and Filing this Form: For **RC and RD petitions**, the Petitioner is required to complete this form in response to each timely filed and served Statement of Position filed by another party. For **RM petitions**, the Employer-Petitioner must complete a Responsive Statement of Position form and submit the list described below. In accordance with Section 102.63(b) of the Board's Rules, if you are required to complete the form, you must have it signed by an authorized representative, and file a completed copy with any necessary attachments, with this office and serve it on all parties named in the petition responding to the issues raised in another party's Statement of Position, such that it is received no later than noon three business days before the date of the hearing. A separate form must be completed for each timely filed and properly served Statement of Position you receive. If more space is needed for your answers, additional pages may be attached. If you have questions about this form or would like assistance in filling out this form, please contact the Board agent assigned to handle this case. **You must E-File your Responsive Statement of Position at www.NLRB.gov, but unlike other e-Filed documents, it will *not* be timely if filed on the due date but after noon in the time zone of the Region where the petition was filed. Note that if you are completing this form as a PDF downloaded from www.NLRB.gov, the form will lock upon signature and no further editing may be made.**

Required List: In addition to responding to the issues raised in another party's Statement of Position, if any, the Employer-Petitioner in an RM case is required to file and serve on the parties a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. This list must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the list in the required form, the list must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx)

Consequences of Failure to Submit a Responsive Statement of Position: Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
RESPONSIVE STATEMENT OF POSITION – RC, RD or RM PETITION

DO NOT WRITE IN THIS SPACE

Case No.
28-RC-278861

Date Filed
June 21, 2021

INSTRUCTIONS: If a party has submitted and served on you a timely Statement of Position to an RC, RD or RM petition, the Petitioner must submit this Responsive Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and any attachments on each party named in the petition in this case such that it is received by noon local time, three business days prior to the hearing date specified in the Notice of Hearing. A separate form must be completed for each timely filed and properly served Statement of Position received by the Petitioner. The Petitioner-Employer in a RM case is required to file this Responsive Statement of Position and include an appropriate employee list without regard to whether another party has filed a Statement of Position.

This Responsive Statement of Position is filed by the Petitioner in response to a Statement of Position received from the following party:

The Employer

An Intervenor/Union

1a. Full Name of Party Filing Responsive Statement of Position

1c. Business Phone

1d. Cell No.

1e. Fax No.

1f. E-Mail Address

1b. Address (Street and Number, City, State, and ZIP Code)

2. Identify all issues raised in the other party's Statement of Position that you dispute and describe the basis of your dispute:

a. EMPLOYER NAME/IDENTITY [Box 1a of Statement of Position Form NLRB-505 and Questionnaire on Commerce Information]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

b. JURISDICTION [Box 2 of Statement of Position Form NLRB-505 and Questionnaire on Commerce Information]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

c. APPROPRIATENESS OF UNIT [Boxes 3, 3a and 3b of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

d. INDIVIDUAL ELIGIBILITY [Box 4 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

e. BARS TO ELECTION [Box 5 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

f. ALL OTHER ISSUES [Box 6 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

g. ELECTION DETAILS [Boxes 8a, 8b, 8c, 8d, 8e, 8f, and 8g of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

Full Name and Title of Authorized Representative

Signature of Authorized Representative

Date

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

Please fill all necessary fields on the form PRIOR to digitally signing. To make changes after the form has been signed, right-click on the signature field and click "clear signature." Once complete, please sign the form.

From: [Zorn, Mary](#)
To: nlrbotices@unioncounsel.net
Cc: [Dunn, Lisa J.](#); [Moore, Dawn M.](#); [Rourke-Osborne, Kathleen M.](#)
Subject: 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer
Date: Wednesday, June 23, 2021 11:07:00 AM
Attachments: [SUB.28-RC-278861.AT.HRG.A-1-1CXQL49.BLANK.pdf](#)
[SUB.28-RC-278861.AT.HRG.A-1-1CXQA3B.BLANK.pdf](#)
[SUB.28-RC-278861.AT.HRG.A-1-1CXQA5J.BLANK.pdf](#)
[SUB.28-RC-278861.DT.HRG.B-1-1CXQXFL.BLANK.pdf](#)

Mr. Fujimoto,

Per your request of June 21, 2021, attached please find the blank subpoenas.

Mary H. Zorn
Program Support Assistant
National Labor Relations Board
Region 28 – Phoenix
602-416-4754

SUBPOENA**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To _____

As requested by _____

whose address is _____
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE _____

_____ of the National Labor Relations Board

at _____

in the City of _____

on _____ at _____ or any adjourned

Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas
County, and Servpro Industries Inc. as joint employeror rescheduled date to testify in Case 28-RC-278861
(Case Name and Number)

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R. Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

A-1-1CXQL49Under the seal of the National Labor Relations Board, and by direction of the
Board, this Subpoena is

Issued at

Dated:



 A handwritten signature in cursive script that reads "Lauren McFerran".

Lauren McFerran, Chairman

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

RETURN OF SERVICE

I certify that, being a person over 18 years of age, I duly served a copy of this subpoena

(Check method used.)

- ☐ by person
- ☐ by certified mail
- ☐ by registered mail
- ☐ by telegraph
- ☐ by leaving copy at principal office or place of business at

on the named person on

(Month, day, and year)

(Name of person making service)

(Official title, if any)

CERTIFICATION OF SERVICE

I certify that named person was in attendance as a witness at

on

(Month, day or days, and year)

(Name of person certifying)

(Official title)

SUBPOENA**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To _____

As requested by _____

whose address is _____
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE _____

_____ of the National Labor Relations Board

at _____

in the City of _____

on _____ at _____ or any adjourned

Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas
County, and Servpro Industries Inc. as joint employeror rescheduled date to testify in Case 28-RC-278861
(Case Name and Number)

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R. Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

A-1-1CXQA3BUnder the seal of the National Labor Relations Board, and by direction of the
Board, this Subpoena is

Issued at

Dated:



 A handwritten signature in cursive script that reads "Lauren McFerran".

Lauren McFerran, Chairman

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

A-1-1CXQA3B

RETURN OF SERVICE

I certify that, being a person over 18 years of age, I duly served a copy of this subpoena

(Check method used.)

- ☐ by person
- ☐ by certified mail
- ☐ by registered mail
- ☐ by telegraph
- ☐ by leaving copy at principal office or place of business at

on the named person on

(Month, day, and year)

(Name of person making service)

(Official title, if any)

CERTIFICATION OF SERVICE

I certify that named person was in attendance as a witness at

on

(Month, day or days, and year)

(Name of person certifying)

(Official title)

SUBPOENA**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To _____

As requested by _____

whose address is _____
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE _____

_____ of the National Labor Relations Board

at _____

in the City of _____

on _____ at _____ or any adjourned

Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas
County, and Servpro Industries Inc. as joint employeror rescheduled date to testify in Case 28-RC-278861
(Case Name and Number)

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R. Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

A-1-1CXQA5JUnder the seal of the National Labor Relations Board, and by direction of the
Board, this Subpoena is

Issued at

Dated:



 A handwritten signature in cursive script that reads "Lauren McFerran".

Lauren McFerran, Chairman

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

RETURN OF SERVICE

I certify that, being a person over 18 years of age, I duly served a copy of this subpoena

(Check method used.)

- ☐ by person
- ☐ by certified mail
- ☐ by registered mail
- ☐ by telegraph
- ☐ by leaving copy at principal office or place of business at

on the named person on

(Month, day, and year)

(Name of person making service)

(Official title, if any)

CERTIFICATION OF SERVICE

I certify that named person was in attendance as a witness at

on

(Month, day or days, and year)

(Name of person certifying)

(Official title)

SUBPOENA DUCES TECUM**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To _____

As requested by _____

whose address is _____
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE _____

_____ of the National Labor Relations Board

at _____

in the City of _____

on _____ at _____ or any adjourned

Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas
County, and Servpro Industries Inc. as joint employeror rescheduled date to testify in Case 28-RC-278861

(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records,
correspondence, and documents:**SEE ATTACHMENT**

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R. Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

B-1-1CXQXFLUnder the seal of the National Labor Relations Board, and by direction of the
Board, this Subpoena is

Issued at

Dated:



 A handwritten signature in cursive script that reads "Lauren McFerran".

Lauren McFerran, Chairman

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

B-1-1CXQXFL

RETURN OF SERVICE

I certify that, being a person over 18 years of age, I duly served a copy of this subpoena

(Check method used.)

- ☐ by person
- ☐ by certified mail
- ☐ by registered mail
- ☐ by telegraph
- ☐ by leaving copy at principal office or place of business at

on the named person on

(Month, day, and year)

(Name of person making service)

(Official title, if any)

CERTIFICATION OF SERVICE

I certify that named person was in attendance as a witness at

on

(Month, day or days, and year)

(Name of person certifying)

(Official title)

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

International Association of Machinist and Aerospace Workers,
Local Lodge 2515

and

Supreme Labor Source, Clark Contracting, LLC d/b/a Servpro of
Douglas County, and Servpro Industries, as joint employer

CASE No. 28-RC-278861

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF Servpro Industries, LLC incorrectly
named as Servpro Industries Inc. (neither Servpro Industries, LLC nor Servpro Industries Inc. is a joint employer with Supreme
Labor Source, LLC or Clark Contracting, LLC d/b/a Servpro of Douglas County)
IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Robert T. Quackenboss

MAILING ADDRESS: Hunton Andrews Kurth LLP, 2200 Pennsylvania Avenue, NW, Washington, DC 20037

E-MAIL ADDRESS: rquackenboss@hunton.com

OFFICE TELEPHONE NUMBER: (202) 955-1950

CELL PHONE NUMBER: _____ FAX: (202) 778-2201

SIGNATURE: 

(Please sign in ink.)

DATE: June 24, 2021

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

International Association of Machinist and Aerospace Workers,
Local Lodge 2515

and

Supreme Labor Source, Clark Contracting, LLC d/b/a Servpro of
Douglas County, and Servpro Industries, as joint employer

CASE No. 28-RC-278861

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF Servpro Industries, LLC incorrectly
named as Servpro Industries Inc. (neither Servpro Industries, LLC nor Servpro Industries Inc. is a joint employer with Supreme
Labor Source, LLC or Clark Contracting, LLC d/b/a Servpro of Douglas County)
IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Robert T. Dumbacher

MAILING ADDRESS: Hunton Andrews Kurth LLP, Bank of America Plaza, Suite 4100, 600 Peachtree Street, N.E.,
Atlanta, GA 30308-2216

E-MAIL ADDRESS: rdumbacher@HuntonAK.com

OFFICE TELEPHONE NUMBER: (404) 888-4007

CELL PHONE NUMBER: FAX:

SIGNATURE: 

(Please sign in ink.)

DATE: June 24, 2021

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Supreme Labor Source, LLC, Clark Contracting, LLC D/B/A
Servpro of Douglas County, and Servpro Industries Inc. as
Joint Employer

and

International Association of Machinists & Aerospace
Workers, AFL-CIO, Local Lodge 2515

CASE 28-RC-278861

☒ REGIONAL DIRECTOR

☒ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

Supreme Labor Source, LLC

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Paul Satterwhite

MAILING ADDRESS: 2144 East Republic Road, Suite B300, Springfield, MO 65804-4662

E-MAIL ADDRESS: psatterwhite@spencerfane.com

OFFICE TELEPHONE NUMBER: (417) 888-1035

CELL PHONE NUMBER: _____ FAX: (417) 881-8035

SIGNATURE: 

(Please sign in ink.)

DATE: 6-25-2021

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Supreme Labor Source, LLC, Clark Contracting, LLC D/B/A
Servpro of Douglas County, and Servpro Industries Inc. as
Joint Employer

and

International Association of Machinists & Aerospace
Workers, AFL-CIO, Local Lodge 2515

CASE 28-RC-278861

☒ REGIONAL DIRECTOR

☒ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

Supreme Labor Source, LLC

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Sam L. Jackson	
MAILING ADDRESS: 511 Union Street, Suite 1000, Nashville, TN 37219	
E-MAIL ADDRESS: sjackson@bonelaw.com	
OFFICE TELEPHONE NUMBER: (615) 238-6312	
CELL PHONE NUMBER: _____	FAX: (615) 687-8312
SIGNATURE: 	
DATE: (Please sign in ink.) 06-25-2021	

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NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

SUPREME LABOR SOURCE, LLC, CLARK
CONTRACTING, LLC D/B/A SERVPRO OF DOUGLAS
COUNTY, AND SERVPRO INDUSTRIES INC. AS JOINT
EMPLOYER

and

INTERNATIONAL ASSOCIATION OF MACHINISTS &
AEROSPACE WORKERS, AFL-CIO, LOCAL LODGE 2515

CASE 28-RC-278861

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
CLARK CONTRACTING, LLC D/B/A SERVPRO OF DOUGLAS COUNTY

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

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(REPRESENTATIVE INFORMATION)

Charles C. High, Jr.
NAME: _____
MAILING ADDRESS: 221 North Kansas Street, Suite 1700, El Paso, Texas 79901

E-MAIL ADDRESS: chigh@kempsmith.com

OFFICE TELEPHONE NUMBER: 915-533-4424

CELL PHONE NUMBER: 915-204-4050 FAX: 915-546-5360

SIGNATURE: _____
(Please sign in ink.)
DATE: 6-28-21

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NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Supreme Labor Source, LLC; Clark Contracting, LLC d/b/a
Servpro of Douglas County; and Servpro Industries Inc.

and

International Association of Machinists and Aerospace
Workers, Local Lodge 2515

CASE 28-RC-278861

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
International Association of Machinists and Aerospace Workers, Local Lodge 2515


IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: David W.M. Fujimoto
MAILING ADDRESS: Weinberg, Roger and Rosenfeld, 1375 55th Street, Emeryville, California 94608
E-MAIL ADDRESS: nlrbotices@unioncounsel.net; gszabo@unioncounsel.net
OFFICE TELEPHONE NUMBER: (510) 337-1001
CELL PHONE NUMBER: (510) 227-0188 FAX: (510) 337-1023
SIGNATURE: 
(Please sign in ink.)
DATE: June 28, 2021

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From: [Satterwhite, Paul](#)
To: [Dunn, Lisa J](#)
Cc: (b) (6), (b) (7)(C) [Sam Jackson](#); (b) (6), (b) (7)(C)
Subject: Case 28-RC-278861 - Payroll and Related Records (Supreme Labor Source)
Date: Wednesday, June 30, 2021 6:03:32 PM
Attachments: [Supreme Labor Source - Youth Care Worker Leads and Senior Leads.pdf](#)
[Payroll Transaction Detail by Account.pdf](#)

Case 28-RC-278861 - Payroll and Related Records (Supreme Labor Source)

Lisa:

In response to your request for payroll records and the questions that the Petitioner posed in the above-referenced matter, Supreme Labor Source is providing the following:

Attached are Payroll Records for the Youth Care Workers for the period of June 14, 2021-June 20, 2021 payroll period. The total head count is 1023 Youth Care Workers who worked at Ft. Bliss, Texas and were paid for the work they performed during that period. This list is sorted alphabetically by last name as requested for purposes of requesting a formal showing of interest. As also requested, the spreadsheet contains an additional column that identifies whether the employee is a Youth Care Lead (identified by a "YCL") or a Senior Lead (identified by a "SL" as requested.

The second attachment is a list of the Senior Leads (Youth Care Workers) and Leads (Youth Care Workers) as of yesterday, June 29, 2021. That list has 180 individuals identified and those are the currently active Leads and Senior Leads. We compared that list to the 6/14-6/21 payroll records, and there are 12 Leads or Senior Leads who are not on the payroll. That is because those individuals are either new or they did not perform any work during the payroll period provided. Both attachments were filed a few minutes ago through the NLRB's e-filing system.

Taking into the 12 Leads or Senior Leads who are not on the provided payroll, 855 non-lead Youth Care Workers are identified in the payroll records for the week provided.

In response to the questions posed by Petitioner, and relayed to us through

1. Total number of regular part-time and full-time (regular PT and FT) YCWs;

As previously explained, that number is a moving target. As stated above, 1023 Youth Care Workers, including Senior Leads and Leads, performed work and were compensated for that work in the payroll period that immediately preceded the June 21, 2021 Petition (June 14-20, 2021). 855 of those individuals were not leads or senior leads. But this is a fluid workforce. Often a Youth Care Worker will not show for several days or will not be scheduled for a period time (by request or based on need), but their badge will remain active and they often return to work. And new Youth Care Workers are added almost daily.

2. Of the total number of regular PT and FT YCWs, how many YCWs have since quit, been laid off, or fired?

Of the 1023 Youth Care Workers identified, we are not aware of any who were laid off, quit,

or were fired. We are still looking into that issue and we believe it is likely that some of the individuals have abandoned their positions, although that has not been communicated and their badges remain active.

3. Of the total number of regular PT and FT YCWs , are they all assigned to work at Fort Bliss in El Paso, Texas?

Yes.

4. Of the total number of regular PT and FT YCWs , how many are 2(11) supervisors? Petitioner contends that the senior leads are 2(11) supervisors.

It is Supreme Labor's position that the Youth Care Worker Leads and Senior Leads are not Section 2(11) Supervisors under the Act. But regardless of that position, the information provided regarding the Youth Care Workers alone is sufficient to formally challenge and reject the Petitioner's Showing of Interest, based on the Petitioner's assertion of 125 Youth Care Workers and Youth Care Consultants in the anticipated bargaining unit. NOTE: Supreme Labor does not employ the Youth Care Consultants. It is our understanding that they are employed by another contractor.

Let us know if you have any questions and please advise as to the Petitioner's response to this information.

Regards,

Paul

Paul Satterwhite Attorney at Law
Spencer Fane LLP

2144 E. Republic Road, Suite B300 | Springfield, MO 65804
O 417.888.1035 | M 417.693.4342
psatterwhite@spencerfane.com | spencerfane.com



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 28
2600 North Central Avenue -Suite 1400
Phoenix, AZ 85004-3099

Agency Website: www.nlrb.gov
Telephone: (602)640-2160
Fax: (602)640-2178

July 1, 2021

David W. M. Fujimoto, Attorney at Law
Weinberg Roger & Rosenfeld
1375 55th Street
Emeryville, CA 94608

Re: Supreme Labor Source, LLC, Clark Contracting,
LLC d/b/a Servpro of Douglas County, and
Servpro Industries Inc. as joint employer
Case 28-RC-278861

Dear Mr. Fujimoto:

We have received and docketed the petition you filed seeking an election. Before the NLRB conducts an election, we require a petitioner to show that at least 30 percent of the employees in the petitioned-for unit favor such an election. As you have been advised, based upon payroll records submitted by Supreme Labor Source, LLC, the showing of interest that was submitted with your petition does not meet that requirement.

Accordingly, you must provide this office with an adequate showing of interest (at least 30 percent of the employees in the petitioned-for unit) on or before the close of business on **Tuesday, July 6, 2021**, but, if there are time limits on the filing of the petition, in no event later than the last day on which the petition might be timely filed. If you are unable or do not wish to submit an adequate showing of interest within the time allowed, you may ask to withdraw the petition. If you fail to submit an adequate showing and do not request to withdraw the petition, the petition will be dismissed.

If you have any questions about this matter, please contact Field Attorney Lisa J. Dunn at (602)640-2160.

Very truly yours,

/s/ Cornele A. Overstreet

Cornele A. Overstreet
Regional Director

CAO/LJD/dmm

From: [David Fujimoto](#)
To: [Dunn, Lisa J](#)
Subject: RE: 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer
Date: Friday, July 2, 2021 11:51:41 AM

Lisa, we are evaluating the situation and our best options and should have more information for you today. I'll keep you posted. Thanks,

David W. M. Fujimoto (he/him/his)
Weinberg, Roger & Rosenfeld
1375 55th Street,
Emeryville, California 94608
(510) 227-0188 Mobile
(510) 337-1001 ext. 193 Office
(510) 337-1023 Fax

From: Dunn, Lisa J [mailto:Lisa.Dunn@nrlb.gov]
Sent: Thursday, July 1, 2021 8:49 AM
To: David Fujimoto
Subject: RE: 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer

David:

According to Supreme Labor Source, LLC, there have been no layoffs this week. Please advise if your client will withdraw its petition based on its showing of interest.

Sincerely,

Lisa J. Dunn, Attorney
NLRB Region 28, Phoenix
2600 N Central Ave., Suite 1400
Phoenix, AZ 85004
(602) 416-4763 direct
(602) 702-9099 cell
(602) 640-2160 office
(602) 640-2178 fax
lisa.dunn@nrlb.gov

The NLRB has converted to an electronic file system.

Effective October 21, 2019, parties to unfair labor practice or representation cases processed in NLRB Regional Offices must submit all written statements, correspondence, position statements, documentary or any other evidence through the Agency's electronic filing system (E-Filing).

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From: David Fujimoto <dfujimoto@unioncounsel.net>

Sent: Wednesday, June 30, 2021 4:33 PM

To: Dunn, Lisa J <Lisa.Dunn@nlrb.gov>

Subject: RE: 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer

Lisa,

There were layoffs today. We are being told that the larger layoff will happen tomorrow.

This is not surprising given that "There are currently 790 unaccompanied migrant boys at the facility. That's down from a previous high of 4,400 children." <https://www.cnn.com/2021/06/28/politics/us-mexico-border-emergency-shelters/index.html>

Can you find out from Supreme Labor Source how many were laid off today and how many they are laying off tomorrow?

David W. M. Fujimoto (he/him/his)

Weinberg, Roger & Rosenfeld

1375 55th Street,

Emeryville, California 94608

(510) 227-0188 Mobile

(510) 337-1001 ext. 193 Office

(510) 337-1023 Fax

From: Dunn, Lisa J [<mailto:Lisa.Dunn@nlrb.gov>]

Sent: Wednesday, June 30, 2021 3:22 PM

To: David Fujimoto

Subject: RE: 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer

David:

Below are responses to your questions from Supreme Labor Source, LLC (SLC). Please be advised that SLC has provided the Region with payroll records that are consistent with SLC's responses below. Please advise how your client wishes to proceed with this petition in light of its showing of interest.

1. Total number of regular part-time and full-time (regular PT and FT) YCWs;

As previously explained, that number is a moving target. **1023 Youth Care Workers, including Senior Leads and Leads, performed work and were compensated for that work in the payroll period that immediately preceded the June 21, 2021 Petition (June 14-20, 2021).** **855 of those individuals were not leads or senior leads.** But this is a fluid workforce. Often a Youth Care Worker will not show for several days or will not be scheduled for a period time (by request or based on need), but their badge will remain active and they often return to

work. And new Youth Care Workers are added almost daily.

2. Of the total number of regular PT and FT YCWs, how many YCWs have since quit, been laid off, or fired?

Of the 1023 Youth Care Workers identified, we are not aware of any who were laid off, quit, or were fired. We are still looking into that issue and we believe it is likely that some of the individuals have abandoned their positions, although that has not been communicated and their badges remain active.

3. Of the total number of regular PT and FT YCWs , are they all assigned to work at Fort Bliss in El Paso, Texas?

Yes.

4. Of the total number of regular PT and FT YCWs , how many are 2(11) supervisors? Petitioner contends that the senior leads are 2(11) supervisors.

It is Supreme Labor's position that the Youth Care Worker Leads and Senior Leads are **not** Section 2(11) Supervisors under the Act. But regardless of that position, the information provided regarding the Youth Care Workers alone is sufficient to formally challenge and reject the Petitioner's Showing of Interest, based on the Petitioner's assertion of 125 Youth Care Workers and Youth Care Consultants in the anticipated bargaining unit. NOTE: Supreme Labor does not employ the Youth Care Consultants. It is our understanding that they are employed by another contractor.

Sincerely,

Lisa J. Dunn, Attorney
NLRB Region 28, Phoenix
2600 N Central Ave., Suite 1400
Phoenix, AZ 85004
(602) 416-4763 direct
(202) 702-9099 cell
(602) 640-2160 office
(602) 640-2178 fax
lisa.dunn@nrlb.gov

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From: David Fujimoto <dfujimoto@unioncounsel.net>

Sent: Tuesday, June 29, 2021 10:50 AM

To: Dunn, Lisa J <Lisa.Dunn@nlrb.gov>

Cc: Corey T. Kniss <CKniss@unioncounsel.net>

Subject: RE: 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer

Lisa here are a few questions, including from my emails earlier so they are in one place:

1. Regular PT/FT question
2. How many of them have since quit or been laid off/fired
3. Are any of these working at other Texas locations outside of El Paso?
4. How many of these are 2(11) supervisors? Our understanding is that the senior leads are 2(11) supervisors?

Thanks,

David W. M. Fujimoto (he/him/his)
Weinberg, Roger & Rosenfeld
1375 55th Street,
Emeryville, California 94608
(510) 227-0188 Mobile
(510) 337-1001 ext. 193 Office
(510) 337-1023 Fax

From: David Fujimoto

Sent: Tuesday, June 29, 2021 10:42 AM

To: 'Dunn, Lisa J'

Subject: RE: 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer

Also, can you tell if that was all at the El Paso site? I understand they may have operations in San Antonio or other parts of Texas.

Thanks,

David W. M. Fujimoto (he/him/his)
Weinberg, Roger & Rosenfeld
1375 55th Street,
Emeryville, California 94608
(510) 227-0188 Mobile
(510) 337-1001 ext. 193 Office
(510) 337-1023 Fax

From: Dunn, Lisa J [<mailto:Lisa.Dunn@nlrb.gov>]

Sent: Tuesday, June 29, 2021 10:08 AM

To: David Fujimoto

Subject: RE: 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of

Douglas County, and Servpro Industries Inc. as joint employer

Not from the payroll records provided so far, but more are coming. I'll continue to update you as I receive more information.

Lisa J. Dunn, Attorney
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Phoenix, AZ 85004
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(202) 702-9099 cell
(602) 640-2160 office
(602) 640-2178 fax
lisa.dunn@nrlb.gov

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From: David Fujimoto <dfujimoto@unioncounsel.net>

Sent: Tuesday, June 29, 2021 10:03 AM

To: Dunn, Lisa J <Lisa.Dunn@nrlb.gov>

Subject: RE: 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer

Lisa, were you able to tell from the records how many of these workers would qualify as regular part time or FT workers?

David W. M. Fujimoto (he/him/his)
Weinberg, Roger & Rosenfeld
1375 55th Street,
Emeryville, California 94608
(510) 227-0188 Mobile
(510) 337-1001 ext. 193 Office
(510) 337-1023 Fax

From: Dunn, Lisa J [<mailto:Lisa.Dunn@nrlb.gov>]

Sent: Tuesday, June 29, 2021 7:16 AM

To: David Fujimoto

Subject: RE: 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer

Good Morning David:

According to payroll records submitted by Supreme Labor, approximately 628 Youth Care Workers worked 12 hour shifts this weekend (June 26-27) alone. Supreme Labor also provided payroll records showing that the actual number of active Youth Care Workers is approximately 750-800. Please advise how your client wishes to proceed in light of its showing of interest.

Sincerely,

Lisa J. Dunn, Attorney
NLRB Region 28, Phoenix
2600 N Central Ave., Suite 1400
Phoenix, AZ 85004
(602) 416-4763 direct
(202) 702-9099 cell
(602) 640-2160 office
(602) 640-2178 fax
lisa.dunn@nrlb.gov

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From: David Fujimoto <dfujimoto@unioncounsel.net>

Sent: Monday, June 28, 2021 4:39 PM

To: Dunn, Lisa J <Lisa.Dunn@nrlb.gov>

Cc: Corey T. Kniss <CKniss@unioncounsel.net>

Subject: RE: 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer

Lisa,

It appears as though the operations at the base have slowed down. The Youth Care Workers/Consultants used to work in 11 housing tents. Now there are only 4 working tents, with around 60-70 Workers/Consultants in each tent.

So we think the number of current employees is more like 240-280.

Let us know if/when you get any update on this.

Thanks,

David W. M. Fujimoto (he/him/his)
Weinberg, Roger & Rosenfeld
1375 55th Street,
Emeryville, California 94608
(510) 227-0188 Mobile
(510) 337-1001 ext. 193 Office
(510) 337-1023 Fax

From: David Fujimoto
Sent: Friday, June 25, 2021 1:24 PM
To: 'Dunn, Lisa J'
Cc: Corey T. Kniss
Subject: RE: 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer

Let's do 2p. talk then.

David W. M. Fujimoto (he/him/his)
Weinberg, Roger & Rosenfeld
1375 55th Street,
Emeryville, California 94608
(510) 227-0188 Mobile
(510) 337-1001 ext. 193 Office
(510) 337-1023 Fax

From: Dunn, Lisa J [<mailto:Lisa.Dunn@nrlb.gov>]
Sent: Friday, June 25, 2021 1:13 PM
To: David Fujimoto
Subject: RE: 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer

Hi David:

I am available today between 2 – 2:30 pm and then between 3 – 4:30 pm. Let me know what time works best for you.

Thanks,
Lisa

Lisa J. Dunn, Attorney
NLRB Region 28, Phoenix
2600 N Central Ave., Suite 1400
Phoenix, AZ 85004
(602) 416-4763 direct
(202) 702-9099 cell
(602) 640-2160 office
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lisa.dunn@nrlb.gov

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From: David Fujimoto <dfujimoto@unioncounsel.net>

Sent: Friday, June 25, 2021 1:09 PM

To: Dunn, Lisa J <Lisa.Dunn@nlrb.gov>

Cc: Corey T. Kniss <CKniss@unioncounsel.net>

Subject: RE: 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer

Lisa, you available for a call this afternoon after 2?

David W. M. Fujimoto (he/him/his)
Weinberg, Roger & Rosenfeld
1375 55th Street,
Emeryville, California 94608
(510) 227-0188 Mobile
(510) 337-1001 ext. 193 Office
(510) 337-1023 Fax

From: Dunn, Lisa J [<mailto:Lisa.Dunn@nlrb.gov>]

Sent: Wednesday, June 23, 2021 8:14 AM

To: David Fujimoto

Subject: RE: 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer

David:

What facts is the petitioner relying on to support its contention that all 3 named employers are joint employers? I am particularly interested in petitioner's facts for Servpro Industries Inc., as it claims it does not employ the employees in the petitioned-for unit.

Sincerely,
Lisa

Lisa J. Dunn, Attorney
NLRB Region 28, Phoenix

2600 N Central Ave., Suite 1400
Phoenix, AZ 85004
(602) 416-4763 direct
(202) 702-9099 cell
(602) 640-2160 office
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lisa.dunn@nlrb.gov

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<https://apps.nlrb.gov/eservice/efileterm.aspx?app=chargeandpetitionold>

From: Zorn, Mary <Mary.Zorn@nlrb.gov>

Sent: Tuesday, June 22, 2021 3:31 PM

To: rcarrillo@iamaw.org; Hardwick Jason <jhardwick@iamaw.org>; David Fujimoto <dfujimoto@unioncounsel.net>

Cc: Dunn, Lisa J <Lisa.Dunn@nlrb.gov>

Subject: 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer

Good afternoon,

Attached please find the Region's docket packet, affidavit of service and petition filed in the above case. Please review the bookmarked documents carefully, as they contain important and time-sensitive information. Hard-copy will not follow.

Mary H. Zorn
Program Support Assistant
National Labor Relations Board
Region 28 – Phoenix
602-416-4754

28RC-278861

☐ SOLE PROPRIETORSHIP

1	RETAIL
2	SERVICE ORGANIZATION
3	NURSING HOME

Spureme Labor Source, LLC

B. NAME(S) AND ADDRESS(ES) OF PARENT, SUBSIDIARY, OR RELATED CORPORATION, IF ANY, AND DESCRIBE RELATIONSHIP.

FULL NAME AND COMPLETE ADDRESS OF ALL PARTNERS.

FULL NAME AND COMPLETE ADDRESS OF PROPRIETOR

Suprem Labor Source, LLC provides labor services for commerical and residential properties and projects

20751 Constitution Avenue, Ft. Bloss, TX 79918

1023

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\$ 0 00

\$ 0.00

\$ 0.00

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☐ YES ☒ NO (If yes, give Name and Address of association or group).

T \$

TELEPHONE NUMBER
931-919-0334

DATE	July 2, 2021
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Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STATEMENT OF POSITION

DO NOT WRITE IN THIS SPACE

Case No.
28-RC-278861

Date Filed

INSTRUCTIONS: Submit this Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and all attachments on each party named in the petition in this case such that it is received by them by the date and time specified in the notice of hearing.

Note: Non-employer parties who complete this form are NOT required to complete items 8f or 8g below or to provide a commerce questionnaire or the lists described in item 7.

1a. Full name of party filing Statement of Position: Supreme Labor Source, LLC		1c. Business Phone: 931.919.0334	1e. Fax No.:
1b. Address (Street and number, city, state, and ZIP code): 128 N. 2nd St. Clarksville, TN 37040		1d. Cell No.:	1f. e-Mail Address: leo@supremelabor.com
2. Do you agree that the NLRB has jurisdiction over the Employer in this case? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (A completed commerce questionnaire (Attachment A) must be submitted by the Employer, regardless of whether jurisdiction is admitted)			
3. Do you agree that the proposed unit is appropriate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If not, answer 3a and 3b.)			
a. State the basis for your contention that the proposed unit is not appropriate. (If you contend a classification should be excluded or included briefly explain why, such as shares a community of interest or are supervisors or guards.) See attached supplement to the Statement of Position.			
b. State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit. Added: See attached supplement to the Statement of Position. Excluded:			
4. Other than the individuals in classifications listed in 3b, list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contesting their eligibility. See attached supplement to the Statement of Position.			
5. Is there a bar to conducting an election in this case? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the basis for your position.			
6. Describe all other issues you intend to raise at the pre-election hearing. See attached supplement to the Statement of Position.			
7. The employer must provide the following lists which must be alphabetized (overall or by department) in the format specified at http://www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015 (a) A list containing the full names, work locations, shifts and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of the petition who remain employed as of the date of the filing of the petition. (Attachment B) (b) If the employer contends that the proposed unit is inappropriate the employer must provide (1) a separate list containing the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit, if any to make it an appropriate unit, (Attachment C) and (2) a list containing the full names of any individuals it contends must be excluded from the proposed unit to make it an appropriate unit. (Attachment D).			
8a. State your position with respect to the details of any election that may be conducted in this matter. Type: <input checked="" type="checkbox"/> Manual <input type="checkbox"/> Mail <input type="checkbox"/> Mixed Manual/Mail			
8b. Date(s): TBD following 7/13 hearing	8c. Time(s):	8d. Location(s): Ft. Bliss	
8e. Eligibility Period (e.g. special eligibility formula): See attached supplement to the Statement of Position	8f. Last Payroll Period Ending Date: June 20, 2021	8g. Length of payroll period <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify length)	
9. Representative who will accept service of all papers for purposes of the representation proceeding			
9a. Full name and title of authorized representative Paul Satterwhite		9b. Signature of authorized representative 	9c. Date 07/02/21
9d. Address (Street and number, city, state, and ZIP code) 2144 E. Republic Road, Suite B300 Springfield, MO 65804			9e. e-Mail Address psatterwhite@spencerfane.com
9f. Business Phone No.: 417.888.1035	9g. Fax No.:	9h. Cell No.: 417.693.4342	

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.



PAUL SATTERWHITE
DIRECT DIAL: 417-888-1035
psatterwhite@spencerfane.com

July 2, 2021

VIA E-FILING AND E-MAIL

Cornele A. Overstreet
Regional Director
United States Government
National Labor Relations Board
Region 28
2600 North Central Avenue
Suite 1400
Phoenix, AZ 85004-3099

**Re: Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County,
and Servpro Industries Inc. as joint employer
Case 28-RC-278861**

Dear Mr. Overstreet:

Supreme Labor Source, LLC (“Supreme”) submits this supplement to its Statement of Position in the above-referenced matter.

3.a. State the basis for your contention that the proposed unit is not appropriate.

3.b. State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit.

The Proposed Unit is Not Appropriate.

It is Supreme’s position that the Youth Care Worker Leads (“YCW Leads”) and Senior Leads are not Section 2(11) Supervisors under the NLRA (the “Act”). The proposed unit is not appropriate to the extent it seeks to exclude YCW Leads from the unit as statutory supervisors. Petitioner has the burden of proving that YCW Leads are statutory supervisors. *See Oakwood Healthcare, Inc.*, 348 NLRB 686, 687 (2006). It cannot meet its burden. Supreme’s YCW Leads do not have the authority to exercise, or effectively recommend the exercise of, any of the twelve supervisory functions listed in Section 2(11) of the Act. For instance, they do not assign work to others or responsibly direct the work of others, nor do they perform any other supervisory functions with independent judgment. *See Oakwood Healthcare, Inc.*, 348 NLRB 686, 687 (2006). *See also NLRB v. Bell Aerospace Co.*, 416 U.S. 267, 280-281 (1974) (noting that Section 2(11) of the Act is meant to distinguish between true supervisors who are vested with “genuine management prerogatives,” and “straw bosses, lead men,

Cornele A. Overstreet
July 2, 2021
Page 2

and set-up men” who are covered by the Act even though they perform “minor supervisory duties.”); *In Re Croft Metals, Inc.*, 348 NLRB 717, 720 (2006) (holding that approximately 30 “leads” were not supervisors under the Act).

Regardless of the ultimate determination on the Section 2(11) status of the YCW Leads and YCW Senior Leads positions, the information that Supreme has previously provided regarding the Youth Care Workers who worked during the June 14-20, 2021 payroll period alone is sufficient to formally challenge and cause the Region to reject the Petitioner’s Showing of Interest (see discussion of Showing of Interest below).

Additionally, the June 21, 2021 Petition identifies “Youth Care Consultants” as workers who should be included in the proposed bargaining unit. As Supreme has identified to Ms. Dunn, Supreme does not employ or provide “Youth Care Consultants” to the Ft. Bliss site. If Petitioner is referring to the case managers on site, Supreme does not have the contract to provide case managers and those individuals should not be included in the proposed unit.

4. Other than the individuals in classifications listed in 3b, list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contesting their eligibility.

Because many of Supreme’s Ft. Bliss Youth Care Workers are transient and the YCW workforce in general is transient in nature, their voter eligibility is in question.

The YCWs employed at Fort Bliss are an extremely transient workforce, as many YCWs work intermittently or remain employed for a short period of time. Although such employees may otherwise appear on a voter list, the transient nature of the workforce creates a question as to the employees’ interest in an election. As a result, voting eligibility rules should be developed and implemented to ensure that employees without a sufficient interest in the outcome of the election are ineligible to vote. *See, e.g., Hondo Drilling Co.*, 164 NLRB 416, 418 (1967) (noting that oil drilling company employed a transient workforce, and “it will effectuate the purposes of the Act to limit eligibility to all roughnecks who have been employed by the Employer for a minimum of 10 working days during the 90-calendar-day period preceding the issuance of our Decision and Direction of Election herein, . . . as well as all roughnecks whose names appear on the Employer’s payroll list immediately preceding the issuance of the Regional Director’s Notice of Election.”); *Steiny & Co., Inc.*, 308 NLRB 1323, 1325 (1992) (noting “[t]he Board has used eligibility formulae to address short-term, sporadic, and intermittent employment” in a number of industries).

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July 2, 2021
Page 3

6. Describe all other issues you intend to raise at the pre-election hearing.

Other Issues to be Raised by Supreme:

- a. The Petitioner has entirely failed to satisfy Showing of Interest requirements.

As the Region knows, the Board requires a petitioner to present a 30 percent showing of interest. *See Case Handling Manual*, § 11023.1. A petitioner must meet the showing of interest as of the date of filing the petition, and this requirement applies not only to an employer with a steady workforce, but also to an employer with a transitory workforce, where eligibility to vote may be determined by the application of a rule or formula. *Daniel Construction Co.*, 133 NLRB 264 (1961); *Steiny & Co.*, 308 NLRB 1323 (1992). In such situations, the petitioner must provide a sufficient showing of interest among the employees working at the time the petition is filed. *Pike Co.*, 314 NLRB 691 (1994); *Hondo Drilling Co. N.S.L.*, 164 NLRB 416 (1967).

Here, as established by Supreme's prior filings, the Petitioner has failed to demonstrate the requisite showing of interest, and absent withdrawal by the Petitioner, the Region should dismiss the Petition.

First, as required by Section 11025.1 of the Case Handling Manual, the Employer has provided an appropriate payroll list for evaluating the showing of interest. That is, the payroll list details the employees working at the time the petition was filed. As detailed in the e-mail submitted to NLRB attorney Lisa Dunn on June 29, 2021, and the two lists of YCW submitted via the NLRB's e-filing system on the same date (including payroll records for the last payroll period before the June 21, 2021 Petition was filed with the NLRB). The payroll records and lists of currently active Leads and Senior Leads submitted to the NLRB establish that there 1,023 YCW identified on the June 14-20, 2021 payroll who performed work as YCW at the Ft. Bliss, Texas facility. And the documentation and explanation submitted establishes that 855 of the YCW were not Leads or Senior Leads. The Petitioner's June 21, 2021 Petition claims that 125 YCW and Youth Care Consultants make up the proposed bargaining unit. Petition cannot satisfy the showing of interest.

Second, in all cases, the showing of interest must relate to the bargaining unit involved. *See Esso Standard Oil Co.*, 124 NLRB 1383, 1385 (1959). Here, regardless of whether the Petitioner's proposed bargaining unit (excluding YCW Leads and Senior Leads and including individuals identified as "Youth Care Consultants") is used to judge Petitioner's showing of interest, or a bargaining unit that includes YCW Leads and Senior Leads is used, Petitioner undoubtedly fails to meet its burden. As of the date of filing of the Petition, there were 855 YCW (excluding leads) and 1023 YCW with leads, as shown in Respondent's submitted payroll list. In either bargaining unit, Petitioner cannot establish the required 30 percent showing of interest. Accordingly, absent withdrawal by the Petitioner, the Region should dismiss the Petition.

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July 2, 2021
Page 4

b. If an election is conducted, the NLRB should conduct a manual (in-person) election:

As the Region knows, the NLRB's longstanding policy is that elections should generally be conducted manually/in person. Pursuant to 2020 NLRB guidelines regarding whether a mail-in ballot election is appropriate, the following factors may be considered. *See* NLRB General Counsel Memo No. 21-01 and 20-10; *Rieth-Riley Construction Co., Inc. v. Kent and Local 324, International Union of Operating Engineers (IUOE), AFL-CIO*, Case 07-RD-264330 (NLRB, Sept. 27, 2020).

The factors the Region should consider weigh in favor of a manual/in-person election.

- Is the agency office tasked with conducting the election is operating under “mandatory telework” status? Unknown.
- Whether either the 14-day trend in the number of new confirmed cases of COVID-19 in the county where the facility is located is increasing, or the 14-day testing positivity rate in the county where the facility is located is 5 percent or higher? Fort Bliss is in El Paso County, Texas. The current 14-day trend in the area appears to be decreasing, with the number of new cases decreasing between June 15 – June 30. The 7-day average positivity rate was 3.22%. The above statistics indicate that the COVID-19 numbers are decreasing overall, are comparatively lower at this time than in prior months, and that the positivity rate is below 5%. *See* <https://www.epstrong.org/results.php>. Additionally, pursuant to local news, in El Paso County, 53% of people living in El Paso County are fully vaccinated as of June 29.
- Whether the proposed manual election site cannot be established in a way that avoids violating mandatory state or local health orders relating to maximum gathering size. There are currently no state or local health orders relating to a maximum gathering size impacting this facility or a proposed manual election. Further, according to NLRB General Counsel Memo 21-01, in evaluating this factor the NLRB Regional Director determining whether a mail-in election is appropriate should consider using release schedule procedures to manage the progress of voters. Release schedule procedures provides that employees may be scheduled to vote alphabetically or by work unit as not to interrupt workflow.
- According to NLRB Memo 21-01, an employer requesting a manual/in-person election must unequivocally commit to abide by NLRB General Counsel Memo 20-10's suggested protocols, including maintaining proper social distancing, limiting the approach to election booth's to one voter at a time, etc. Supreme is willing to unequivocally commit to abide by the protocols.
- Whether there is a current COVID-19 outbreak at the facility or the employer refuses to disclose and certify its current status. Supreme is not aware of any current COVID-19 outbreak at the facility.



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July 2, 2021
Page 5

There do not appear to be any present impediments to prevent the NLRB from conducting a manual election.

While the evidence is strong that an election should not go forward due to the Petitioner's failure to establish a showing of interest as required by the Act, and the Petition should be dismissed by the Region, there are multiple issues that will need to be litigated and require a pre-election hearing.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul Satterwhite", written in a cursive style.

Paul Satterwhite

PS/ [REDACTED]

Enclosure (Employee List)

CC: Sam Jackson, Bone McAllester Norton PLLC

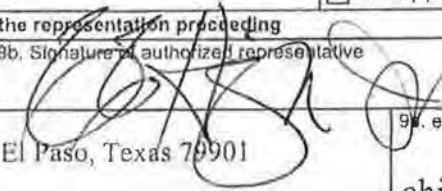
UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STATEMENT OF POSITION

DO NOT WRITE IN THIS SPACE

Case No.
28-RC-278861Date Filed
June 21, 2021

INSTRUCTIONS: Submit this Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and all attachments on each party named in the petition in this case such that it is received by them by the date and time specified in the notice of hearing.

Note: Non-employer parties who complete this form are NOT required to complete items 8f or 8g below or to provide a commerce questionnaire or the lists described in item 7.

1a. Full name of party filing Statement of Position: Clark Contracting, LLC d/b/a Servpro of Douglas County		1c. Business Phone: 541-459-3987	1a. Fax No.:
1b. Address (Street and number, city, state, and ZIP code): PO Box 611, Sutherlin, OR 97479, 1741 Marshall Road, Fort Bliss, TX 79		1d. Cell No.: 541-430-6070	1f. e-Mail Address: timc@us-ert.com
2. Do you agree that the NLRB has jurisdiction over the Employer in this case? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (A completed commerce questionnaire (Attachment A) must be submitted by the Employer, regardless of whether jurisdiction is admitted)			
3. Do you agree that the proposed unit is appropriate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If not, answer 3a and 3b.)			
a. State the basis for your contention that the proposed unit is not appropriate. (If you contend a classification should be excluded or included briefly explain why, such as shares a community of interest or are supervisors or guards.) See Attachment			
b. State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit. Added: See Attachment		Excluded: See Attachment	
4. Other than the individuals in classifications listed in 3b, list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contesting their eligibility.			
5. Is there a bar to conducting an election in this case? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the basis for your position. Insufficient showing of interest in a unit appropriate for collective bargaining			
6. Describe all other issues you intend to raise at the pre-election hearing. See Attachment			
7. The employer must provide the following lists which must be alphabetized (overall or by department) in the format specified at http://www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015 (a) A list containing the full names, work locations, shifts and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of the petition who remain employed as of the date of the filing of the petition. (Attachment B) (b) If the employer contends that the proposed unit is inappropriate the employer must provide (1) a separate list containing the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit, if any to make it an appropriate unit, (Attachment C) and (2) a list containing the full names of any individuals it contends must be excluded from the proposed unit to make it an appropriate unit. (Attachment D).			
8a. State your position with respect to the details of any election that may be conducted in this matter. Type: <input checked="" type="checkbox"/> Manual <input type="checkbox"/> Mail <input type="checkbox"/> Mixed Manual/Mail			
8b. Date(s): Unknown	8c. Time(s): Unknown	8d. Location(s): Unknown	
8e. Eligibility Period (e.g. special eligibility formula): Unknown	8f. Last Payroll Period Ending Date: Unknown	8g. Length of payroll period <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify length) Unknown	
9. Representative who will accept service of all papers for purposes of the representation proceeding			
9a. Full name and title of authorized representative Charles C. High, Jr.		9b. Signature of authorized representative 	9c. Date July 2, 2021
9d. Address (Street and number, city, state, and ZIP code) Kemp Smith, LLP, 221 North Kansas Street, Suite 1700, El Paso, Texas 79901		9e. e-Mail Address chigh@kempsmith.com	
9f. Business Phone No.: 915-533-4424		9g. Fax No.: 915-546-5360	9h. Cell No.: 915-204-4050

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

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ATTACHMENT TO STATEMENT OF POSITION

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-
CIO, LOCAL LODGE 2515

NLRB Case No. 28-RC-278861

3a. The individuals performing the jobs listed in the petition are not employed by Clark Contracting; the individuals performing the jobs listed in the petition are not all employed by any of the entities alleged to be "joint employers"; the individuals performing the work as "Youth Care Consultants" are employed by an entity owned or controlled by Chenega Corporation; individuals performing the work of a Youth Care Worker do not share a community of interest with individuals performing work as Youth Care Consultants; individuals performing work as Youth Care Worker and/or Youth Care Consultants do not share a community of interest with any individuals employed by Clark Contracting;

3b. Clark Contracting does not know of any individuals that should be added to the unit sought by IAM that would make it appropriate; individuals working as Youth Care Consultants should be excluded from a unit of Youth Care Workers; all employees of Clark Contracting should be excluded from an unit in which there are Youth Care Workers and/or Youth Care Consultants;

6. Issues:

- a. Who is the employer(s) of the individuals performing the work in the job titles listed in the petition;
- b. Whether the union has a sufficient showing of interest in any unit appropriate for collective bargaining;
- c. Whether Clark Contracting is a joint-employer with Supreme Labor Source with respect to the individuals in the proposed unit;
- d. Whether Clark Contracting is a joint-employer with Servpro Industries, Inc. with respect to the individuals in the proposed unit;
- e. Whether Clark Contracting, Supreme Labor Source, and Servpro Industries, Inc. are "joint-employers" under the common law and/or 29 C.F.R. 103.40;
- f. Whether Clark Contracting is a "joint-employer" with Supreme Labor Source within the meaning of 29 C.F.R. 103.40;
- g. Whether Clark Contracting is a "joint-employer" with Servpro Industries, Inc. within the meaning of 29 C.F.R. 103.40;

- h. Whether any control exercised by Clark Contracting with respect to Supreme Labor Source is over their business relationship as opposed to the terms and conditions of individuals employed by Supreme Labor Source;
 - i. Whether the petition should even be processed given the fact that Clark Contracting's contract at Fort Bliss expires in less than 30 days;
 - j. Whether the scope of the proposed unit should be limited to Youth Care Workers employed by Supreme Labor Source;
 - k. The proper scope of any unit proposed by IAMAW;
7. Clark Contracting lacks information to respond to Item 7.

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office.
If additional space is required, please add a page and identify item number.

CASE NAME

IAMAW Local Lodge 2515 and Supreme Labor Source et al

CASE NUMBER

28-RC-278861

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

Clark Contracting, LLC d/b/a Servpro of Douglas County

2. TYPE OF ENTITY

☐ CORPORATION ☒ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)

3. IF A CORPORATION OR LLC

A. STATE OF INCORPORATION OR FORMATION B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES
Oregon

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed)

Disaster recovery and related activities

7A. PRINCIPAL LOCATION

Sutherlin, Oregon

7B. BRANCH LOCATIONS

Fort Bliss, Texas

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL

B. AT THE ADDRESS INVOLVED IN THIS MATTER

Approx. 20

9. DURING THE MOST RECENT (Check the appropriate box): ☒ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR FY DATES

YES

NO

A. Did you provide services valued in excess of \$50,000 directly to customers outside your State?
If no, indicate actual value.

X

B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State?
If no, indicate the value of any such services you provided.

C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount.

D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State?
If less than \$50,000, indicate amount.

E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.

F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State?
If less than \$50,000, indicate amount.

G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount.

H. Gross Revenues from all sales or performance of services (Check the largest amount):

☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☒ \$1,000,000 or more If less than \$100,000, indicate amount.

I. Did you begin operations within the last 12 months? If yes, specify date:

X

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYEE GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☒ NO (If yes, name and address of association or group)

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME

Charles C. High, Jr.

TITLE

Attorney

E-MAIL ADDRESS

chigh@kempsmith.com

TEL. NUMBER

915-533-4424

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE

Same

SIGNATURE

E-MAIL ADDRESS


DATE

7/2/21

PRIVACY ACT STATEMENT

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UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STATEMENT OF POSITION**DO NOT WRITE IN THIS SPACE**Case No.
28-RC-278861Date Filed
June 21, 2021**INSTRUCTIONS:** Submit this Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and all attachments on each party named in the petition in this case such that it is received by them by the date and time specified in the notice of hearing.**Note:** Non-employer parties who complete this form are NOT required to complete items 8f or 8g below or to provide a commerce questionnaire or the lists described in item 7.

1a. Full name of party filing Statement of Position: Servpro Industries, LLC (incorrectly named as its predecessor, Servpro Industries, Inc.)		1c. Business Phone: (615) 451-0200	1e. Fax No.: (615) 675-2309
1b. Address (Street and number, city, state, and ZIP code): 801 Industrial Boulevard, Gallatin, TN 37066		1d. Cell No.: N/A	1f. e-Mail Address: azombek@servpronet.com
2. Do you agree that the NLRB has jurisdiction over the Employer in this case? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (A completed commerce questionnaire (Attachment A) must be submitted by the Employer, regardless of whether jurisdiction is admitted)			
3. Do you agree that the proposed unit is appropriate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If not, answer 3a and 3b.)			
a. State the basis for your contention that the proposed unit is not appropriate. (If you contend a classification should be excluded or included briefly explain why, such as shares a community of interest or are supervisors or guards.) See Attachment E, Section 6. Servpro Industries, LLC does not employ any of the employees in the proposed unit. Servpro Industries is not a joint employer. Servpro Industries has no involvement in any operations at Fort Bliss.			
b. State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit. Added: N/A. See Attachment E, Section 6.			
Excluded: N/A. See Attachment E, Section 6.			
4. Other than the individuals in classifications listed in 3b, list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contesting their eligibility. N/A. See Attachment E, Section 6. Servpro Industries, LLC does not employ any of the employees in the proposed unit and should be dismissed from the petition.			
5. Is there a bar to conducting an election in this case? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, state the basis for your position. Servpro Industries is not aware of any bar, but should be dismissed from the petition.			
6. Describe all other issues you intend to raise at the pre-election hearing. See Attachment E, Section 6. Servpro Industries, LLC does not employ any of the employees in the proposed unit. Servpro Industries is not a joint employer. Servpro Industries has no involvement in any operations at Fort Bliss.			
7. The employer must provide the following lists which must be alphabetized (overall or by department) in the format specified at http://www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015 (a) A list containing the full names, work locations, shifts and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of the petition who remain employed as of the date of the filing of the petition. (Attachment B) (b) If the employer contends that the proposed unit is inappropriate the employer must provide (1) a separate list containing the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit, if any to make it an appropriate unit, (Attachment C) and (2) a list containing the full names of any individuals it contends must be excluded from the proposed unit to make it an appropriate unit. (Attachment D).			
8a. State your position with respect to the details of any election that may be conducted in this matter. Type: <input type="checkbox"/> Manual <input type="checkbox"/> Mail <input type="checkbox"/> Mixed Manual/Mail			
8b. Date(s): N/A. See Attachment E, Section 6.	8c. Time(s): N/A. See Attachment E, Section 6.	8d. Location(s): N/A. See Attachment E, Section 6.	
8e. Eligibility Period (e.g. special eligibility formula): N/A. See Attachment E, Section 6.	8f. Last Payroll Period Ending Date: N/A. See Attachment E, Section 6.	8g. Length of payroll period <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify length) N/A	
9. Representative who will accept service of all papers for purposes of the representation proceeding			
9a. Full name and title of authorized representative Robert Quackenboss		9b. Signature of authorized representative 	9c. Date July 2, 2021
9d. Address (Street and number, city, state, and ZIP code) Hunton Andrews Kurth LLP 2200 Pennsylvania Avenue, NW Washington, DC 20037		9e. e-Mail Address rquackenboss@huntonak.com	
9f. Business Phone No.: (202) 955-1950	9g. Fax No.: (202) 778-7471	9h. Cell No.: (202) 374-9391	

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office.
If additional space is required, please add a page and identify item number.

CASE NAME Supreme Labor Source, LLC et al.	CASE NUMBER Case 28-RC-278861
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1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

Servpro Industries, LLC

2. TYPE OF ENTITY

☐ CORPORATION ☒ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)

3. IF A CORPORATION OR LLC

A. STATE OF INCORPORATION OR FORMATION B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

Nevada

Servpro Industries, LLC is 100% owned by Servpro Borrower, LLC, a Delaware corporation.

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

See 3 above.

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

N/A

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed)

Servpro Industries is a franchisor to franchisees that provide disaster and damage restoration services.

7A. PRINCIPAL LOCATION

Gallatin, Tennessee

7B. BRANCH LOCATIONS

Plano, TX

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL

457

B. AT THE ADDRESS INVOLVED IN THIS MATTER

N/A. Servpro Industries, LLC has no location involved in this matter

9. DURING THE MOST RECENT (Check the appropriate box): ☒ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR FY DATES

See supplemental page.

YES

NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State?
If no, indicate actual value.B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers
in your State who purchased goods valued in excess of \$50,000 from directly outside your State?
If no, indicate the value of any such services you provided.C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit
systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions,
or retail concerns? If less than \$50,000, indicate amount.D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State?
If less than \$50,000, indicate amount.E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers
located inside your State who purchased other goods valued in excess of \$50,000 from directly
outside your State? If less than \$50,000, indicate amount.F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State?
If less than \$50,000, indicate amount.G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received
the goods directly from points outside your State? If less than \$50,000, indicate amount.H. **Gross Revenues** from all sales or performance of services (Check the largest amount):☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☒ \$1,000,000 or more If less than \$100,000, indicate amount.

I. Did you begin operations within the last 12 months? If yes, specify date:

X


10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYEE GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☒ NO (If yes, name and address of association or group)

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME John Sooker	TITLE Chief Operating Officer	E-MAIL ADDRESS JSooker@servpronet.com	TEL. NUMBER (615) 451-0200
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12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE Robert Quackenboss	SIGNATURE 	E-MAIL ADDRESS rquackenboss@huntonak.com	DATE July 2, 2021
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PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

Questionnaire on Commerce Information

Item 9

Servpro Industries, LLC, through Servpro Franchisor LLC, is a franchisor to franchisees across the country who operate under a franchise license agreement.

Servpro Industries, LLC has purchased and received goods valued in excess of \$50,000 from outside of its main office in Tennessee.

Servpro Industries, LLC does not dispute the NLRB's general statutory jurisdiction over it as a result of its interstate commerce activity; however, it disputes that it is a joint employer in Case 28-RC-278861.

ATTACHMENT E to Statement of Position

Case No. 28-RC-278861

SOP § 6: Describe all other issues you intend to raise at the pre-election hearing.

Servpro Industries, LLC (s/h/a Servpro Industries, Inc.) does not employ any of the individuals in the proposed unit.

I. INTRODUCTION

Servpro Industries, LLC¹ is not an employer – joint or otherwise – of any Youth Care Worker or Youth Care Consultant, or any other petitioned-for employee² working at a Youth Care Center at Fort Bliss, Texas. To the contrary, Servpro Industries has no involvement whatsoever in the provision of youth care services at Fort Bliss. Prior to June 2021, Servpro Industries was not even aware that Clark Contracting, LLC and/or Supreme Labor Source – the other independent companies named in the Union’s petition – were providing such services.

To be sure, Clark Contracting is a Servpro Industries franchisee.³ But the franchise relationship between Servpro Industries and Clark Contracting is limited and defined. It permits Clark Contracting to use Servpro Industries’ trademarks and systems only for fire, water, and storm damage remediation; mold remediation; cleaning services; and related services. It does not call for the provision of youth care services. As such, Clark Contracting’s apparent involvement with youth care services is something that Clark does wholly outside of its franchise relationship with Servpro Industries. Servpro Industries receives no revenue from Clark Contracting’s work in that area, nor is Servpro Industries a party to whatever contracts Clark Contracting may have entered with the U.S. Government, Fort Bliss, or Supreme Labor Source. In fact, after becoming aware that Clark Contracting was performing youth care services at Fort Bliss under the Servpro name,

¹ The petition names “Servpro Industries, Inc.” as an alleged joint employer. This entity no longer exists. Servpro Industries, LLC (“Servpro Industries”) is the successor of Servpro Industries, Inc.

² The petition seeks to include “[a]ll full time and regular part time Youth Care Workers and Youth Care Consultants employed by the employer in the Youth Care Centers located at Fort Bliss Texas.”

³ Servpro Industries has no relationship, contractual or otherwise, with Supreme Labor Source.

ATTACHMENT E to Statement of Position

Case No. 28-RC-278861

Servpro Industries informed Clark Contracting that any youth care services Clark Contracting is overseeing or performing are outside of the franchise agreement. Clark Contracting has since stated that it will stop using the Servpro name in connection with its provision of these services and will provide the services under a different name starting sometime on or around July 6, 2021.

Critically for present purposes, Servpro Industries has no knowledge of or even tangential involvement with – let alone direct, indirect, potential or any other type of control over – the terms and conditions of employment of any employee who provides youth services at Fort Bliss. For purposes of the Act (and all other purposes), Servpro Industries is not an employer of any petitioned-for employee. For that reason, the Region must dismiss the petition to the extent it pertains to Servpro Industries.

II. FACTUAL BACKGROUND

Servpro Industries provides operational tools, resources, and general information to franchisees who have franchise license agreements with a distinct related entity, Servpro Franchisor, LLC.⁴ Servpro Industries maintains its principal place of business in Gallatin, Tennessee and is incorporated in Nevada. It employs 457 people nationwide with the overwhelming majority employed in Tennessee and only eight in Texas, all of whom are located at 101 E. Park Blvd Suite 600, Plano, Texas 75074. The franchisees of the Servpro brand are the sole employers of their employees and are responsible for hiring and firing, compensation, and every other aspect of employment.

⁴ Prior to October 2019, Servpro Industries was the only franchisor of the “Servpro” system. Effective October 1, 2019, Servpro Industries assigned all of its existing Franchise License Agreements to Servpro Franchisor, LLC (“Servpro Franchisor”). Servpro Industries also entered into a Management Agreement with Servpro Franchisor pursuant to which Servpro Industries performs all obligations on behalf of Servpro Franchisor under existing and new Franchise License Agreements. Servpro Industries provides franchise consulting support services under the Management Agreement with Servpro Franchisor. Servpro Franchisor has no employees.

ATTACHMENT E to Statement of Position

Case No. 28-RC-278861

In May 2017, Servpro Industries, Inc. entered into a franchise arrangement with Clark Contracting, LLC (“Clark Contracting”). (*See* Exh. 1, Franchise Agreement.) Pursuant to the franchise agreement, Servpro Industries granted Clark Contracting the non-exclusive right to establish and operate a “Franchise” in a defined operating territory. (*Id.* at 3.) A “Franchise,” as defined in the franchise agreement, is limited to:

“Offer[ing] and sell[ing] residential and commercial cleaning; fire, smoke, water and other damage cleaning, restoration, mitigation, repair and construction, and mold remediation services, deodorization, odor removal, and any services or goods related to or connected to the foregoing, including, without limitation: losses from events and disasters, such as fire, flood, earthquake, storm; contents cleaning, duct cleaning; floor, carpet, drapery and upholstery cleaning; dry cleaning; carpet sales and installation; construction services, carpentry; janitorial services; maintenance; and painting services; and sell[ing] certain cleaning related products”

(*Id.* at 1.) As such, the franchise agreement only gives Clark Contracting the right to use the Servpro name, service marks, trademarks, logos, emblems, and other indicia in connection with the provision of residential and commercial property damage remediation, restoration and cleaning. (*Id.* at 18.) It does not give Clark Contracting the right to use the Servpro name in connection with any other business venture, such as the provision of youth care services.

The franchise agreement also provides that “[a]ll employees of [Clark Contracting] are hired by, employed by, and under the sole supervision and control of [Clark Contracting]. [Clark Contracting]’s employees are not employed by, agents of or under the supervision or control of [Servpro] in any manner whatsoever.” (*Id.* at 29.) Servpro Industries has no (and has made no attempt to exercise any) control or decision-making authority over the operations of Clark Contracting or its employees, let alone any who may be involved in businesses ventures unrelated to its Servpro franchise.

ATTACHMENT E to Statement of Position

Case No. 28-RC-278861

In or around June 2021, Servpro Industries first learned that Clark Contracting – without the knowledge or authorization of Servpro Industries – accepted and was performing an engagement to provide youth care services at Fort Bliss. At the same time, Servpro Industries first learned that Clark Contracting had contracted with Supreme Labor Source to provide labor for this engagement.

Servpro Industries is not entitled to and has not received any royalties for the youth care services that Clark Contracting may provide at Fort Bliss or any other location. Likewise, Servpro Industries has never participated in, approved of, or otherwise been involved in selecting or contracting with Supreme Labor Source for any function or services. Rather, as noted, after it became aware that Clark Contracting was performing youth care services at Fort Bliss under the Servpro name, Servpro Industries informed Clark Contracting that any youth care services Clark Contracting is overseeing or performing are outside of the franchise agreement. In response, Clark Contracting has indicated that, beginning on or around July 6, 2021, such services will be performed by an entity that has no relationship – franchise or otherwise – with Servpro Industries.

II. ARGUMENT & AUTHORITY

Under the National Labor Relations Act, an entity may be subject to a representation election only if it is a direct or joint employer of the petitioned-for unit. *See generally* 29 U.S.C. § 159 (elections between employees and “their employer”); *see also* Representation-Case Procedures, 84 Fed Reg. 59624, 59624 (codified at 29 C.F.R. § 102) (representation cases are between “employees and their employer”); 29 C.F.R. § 103.40 (governing joint-employer status). Servpro Industries, however, is not a direct employer or joint of any employee in the unit petitioned-for in this matter.

ATTACHMENT E to Statement of Position

Case No. 28-RC-278861

A. Servpro Industries Does Not Directly Employ Any Bargaining Unit Member.

As detailed, Servpro Industries is not in the business of providing youth care services at Fort Bliss or any other location. No Servpro Industries employee has ever performed this function. And, to be clear, Servpro Industries does not directly employ any of the petitioned-for individuals.

B. Servpro Industries Is Not A Joint Employer With Clark Contracting

Under the Board's joint-employer rule, an entity may be considered a joint employer of another employer's employees only if it "possess[es] and exercise[s] such substantial direct and immediate control over one or more essential terms or conditions of [] employment as would warrant a finding that the entity meaningfully affects matters relating to the employment relationship with those employees." 29 C.F.R. § 103.40(a).

In order to have "direct and immediate" control over one or more essential terms or conditions of employment, a putative joint employer must:

- "[A]ctually determine[] the wage rates, salary, or other rate of pay" that is paid to the direct employer's employees;
- "[A]ctually determine[] the fringe benefits" provided to the direct employer's employees;
- "[A]ctually determine[] work schedules or the work hours, including overtime" of the direct employer's employees;
- "[A]ctually determine which particular employees will be hired" by the direct employer and which will not;
- "[A]ctually decide[] to terminate the employment" of the direct employer's employees;

ATTACHMENT E to Statement of Position

Case No. 28-RC-278861

- “[A]ctually instruct[.]” the direct employer’s employees how to perform their work or issue them performance appraisals; and/or
- Assign any of the direct employer’s employees’ work schedule, position, or tasks.

29 C.F.R. § 103.40(c)(1)-(8).

Further, even “direct and immediate” control over an essential term or condition of employment is not by itself sufficient to create joint-employer status: any direct and immediate control must be “substantial” or, in other words, “control that has a regular or continuous consequential effect on an essential term or condition of employment.” *Id.* § 103.40(d). Control is not “substantial” if “only exercised on a sporadic, isolated, or *de minimis* basis.” *Id.* Finally, evidence of indirect or reserved control alone over a particular term or condition of employment is insufficient to create joint-employer status. *Id.*

Under these standards, Servpro Industries is not a joint employer with Clark Contracting of any bargaining unit member. While Clark Contracting has a franchise agreement with Servpro, “the Board has generally not held franchisors to be joint employers with their franchisees.” *McDonald’s USA, LLC*, 368 NLRB No. 134, slip op. at *8 (Dec. 12, 2019). That statement applies with all the more force with respect to the petitioned-for individuals. Servpro Industries has no *knowledge* of the essential terms and conditions of employment of any direct or indirect Clark Contracting employee who may be providing youth care services at Fort Bliss, let alone “substantial direct and immediate control” over those terms and conditions. 29 C.F.R. § 103.40(a). Indeed, the Servpro Industries/Clark Contracting franchise agreement does not cover, involve, or relate to any youth care services that Clark Contracting may be providing at Fort Bliss. Rather, the agreement explicitly limits Clark Contracting’s Servpro franchise – and concomitant permission to use the Servpro names and marks – to cleaning and damage remediation services.

ATTACHMENT E to Statement of Position

Case No. 28-RC-278861

To the extent that Clark Contracting has accepted an engagement to provide youth care service – something that Servpro Industries had no knowledge of prior to June 2021 – it has done so outside of its franchise agreement with Servpro Industries.

C. Servpro Industries Is Not A Joint Employer With Supreme Labor Source.

Similarly, Servpro Industries possesses no direct, indirect, reserved potential or any other type of control over the wages, fringe benefits, work schedules or work hours, hiring, firing, or work performance of any Supreme Labor Source employee. Servpro Industries has no relationship with that company. It is unaware of the nature of the work that Supreme Labor Source employees may be performing at Fort Bliss, and it is unaware of their terms or conditions of employment.

D. Servpro Industries Does Not Have A Position Regarding Election Details Or Bargaining Unit Composition Because It Has Knowledge Of Or Relationship With Any Individual Performing The Roles Covered By The Petition.

For the reasons stated above, Servpro Industries is not a proper party to this matter. Furthermore, the Company does not have the names or contact information of any employee in the proposed bargaining unit, nor does it not have information regarding their job titles, job descriptions, or shifts. As such, Servpro Industries cannot and does not take a position regarding election details or bargaining unit composition.

III. CONCLUSION

Servpro Industries is a franchisor in the remediation and cleaning industry, not the youth care services industry, and it has no involvement in the provision of youth care services at Fort Bliss. Servpro Industries does not employ any employee in the petitioned-for bargaining unit. It does not possess or exercise any level of control over the wages, benefits, hours of work, hiring, discharge, discipline, supervision, direction or any other terms and conditions of employment of any such employee. As such, Servpro Industries should be dismissed.

Exhibit 1



FRANCHISE LICENSE AGREEMENT

THIS FRANCHISE LICENSE AGREEMENT (the "Agreement") is made and entered into as of the date executed and accepted by FRANCHISOR (the "Effective Date") by and between SERVPRO INDUSTRIES, INC., a Nevada corporation having a principal place of business at 801 Industrial Boulevard, Gallatin, Tennessee 37066 ("FRANCHISOR") and **Clark Contracting, LLC** ("OPERATOR").

WHEREAS, FRANCHISOR and its affiliates have developed, adapted and adopted certain skills, concepts, business techniques, marketing systems, methods, processes, standards, specifications, policies and procedures (the "System") for a business to offer and sell residential and commercial cleaning; fire, smoke, water and other damage cleaning, restoration, mitigation, repair and reconstruction, and mold remediation services; deodorization, odor removal, and any services or goods related to or connected to the foregoing, including, without limitation: losses from events and disasters, such as fire, flood, earthquake, storm; contents cleaning; duct cleaning; floor, carpet, drapery and upholstery cleaning; dry cleaning; carpet sales and installation; construction services; carpentry; janitorial services; maintenance; and painting services; and sell certain cleaning related products (the "Franchise"); and

WHEREAS, FRANCHISOR owns and identifies the System and the Franchise by means of certain trade names, service marks, trademarks, logos, emblems and other indicia of origin, including, without limitation, the mark SERVPRO® and the stylized logo designs (the "Proprietary Marks," and other identifying colors and paint schemes, trade dress, slogans, promotional campaigns, artistic creations, advertising formats and concepts (the "Trade Indicia," and such Proprietary Marks and Trade Indicia as may hereafter periodically be designated by FRANCHISOR for use in connection with the System and the Franchise (collectively, the "Marks");

WHEREAS, FRANCHISOR has received an exclusive license from its affiliated company (the "Franchisor's Licensor") to license the Marks to Servpro franchisees (including OPERATOR) throughout the United States;

WHEREAS, OPERATOR, understanding and acknowledging the necessity of operating in conformity to the System in connection with the Marks, desires to acquire a license for a Franchise to be operated in and from a specified non-exclusive geographic territory more fully set forth in Section 2.3 and further identified in the Description of Operating Territory and Operating Territory map (the non-exclusive "Operating Territory"), and FRANCHISOR is willing and agrees to grant to OPERATOR such a non-exclusive license for a Franchise to be operated on a non-exclusive basis in and from the Operating Territory under the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto agree that the above recitals are incorporated as a material part of this Agreement, and further agree as follows:

1. TERM; RENEWAL

1.1 Initial Term. Unless terminated earlier in accordance with the terms set forth herein, this Agreement and the license granted herein shall have a term of five (5) years from the date of FRANCHISOR's execution of this Agreement.

1.2 Renewal. Immediately prior to the expiration of the initial or any successive five (5) year term, OPERATOR may renew the franchise for an additional five (5) year term by giving thirty (30) days' written notice of renewal to FRANCHISOR prior to expiration, provided:

(a) OPERATOR's monetary obligations to FRANCHISOR and its affiliates, any Distributor and any subcontractors, vendors and other creditors are current;

(b) OPERATOR is not in default of any provision of this Agreement or any other agreement between OPERATOR and FRANCHISOR or between OPERATOR and any affiliate of FRANCHISOR; and

(c) OPERATOR shall have fully complied with all terms and conditions of such agreements during the terms thereof.

In addition, OPERATOR shall:

(d) obtain such vehicles, equipment, supplies, cleaning products, uniforms, computer hardware and software applications and hire staff as FRANCHISOR may require for OPERATOR to meet FRANCHISOR's then-current standards, as reflected in FRANCHISOR's business model;

(e) attend and successfully complete, to FRANCHISOR's satisfaction, any retraining program that FRANCHISOR may require of OPERATOR, or a representative approved by FRANCHISOR;

(f) execute FRANCHISOR's then-current standard form of Franchise License Agreement and associated documents, which may contain materially different terms and which shall supersede this Agreement in all respects;

(g) execute a general release, in a form satisfactory to FRANCHISOR, of any and all claims against FRANCHISOR, its affiliates and their respective shareholders, officers, directors, agents, employees, successors, assigns and Distributors through the renewal date;

(h) provide proof of insurance evidencing compliance with all requirements of Section 7.8;

(i) repaint and reapply decals to any business vehicle more than five (5) years old and provide proof that other newer business vehicles are properly painted and decaled and employees are uniformed according to the then-current vehicle and uniform appearance standards;

(j) submit to FRANCHISOR the most recent year-end balance sheet and income statement compiled by a certified public accountant or licensed public accountant prepared on the accrual basis of accounting, if requested;

(k) submit federal income tax returns for OPERATOR and individual tax returns for each Owner (as defined in Section 2.5(b) below) and each Owner's spouse or domestic partner; and federal income tax returns for any business in which OPERATOR or any Owners and/or their respective spouses or domestic partners have an ownership interest, excluding public companies for which any Owner owns less than a 5% interest; this information shall be provided for the most recent calendar year return for which the deadline for filing has occurred within 12 months of renewal date, if requested; and

(l) pay FRANCHISOR the sum of \$1,000 as a renewal fee upon the date of each subsequent renewal. If OPERATOR does not complete the renewal requirements by the expiration date of this Agreement, OPERATOR shall pay an additional \$500 to extend this Agreement to add an additional thirty (30) days.

1.3 Renewals for Additional Acquisitions after March 31, 2007. When renewing second and subsequent SERVPRO Franchise License Agreements for Additional Acquisitions (as defined in Exhibit B) purchased after March 31, 2007 (the "Additional Franchises"), all provisions in Section 1.2 apply and the additional provisions of the "Addendum to Franchise License Agreement Volume Renewal Requirements for Additional Acquisitions" attached as Exhibit B, apply, which is a synopsis of portions of FRANCHISOR's Qualification Guide to Purchase Additional Franchises, which is available upon request. In addition, any conditional renewal terms agreed upon in writing must be met.

2. GRANT OF LICENSE; TRADE NAME; OPERATING TERRITORY; TERRITORIAL POLICY

2.1. Grant of License. FRANCHISOR hereby grants to OPERATOR, and OPERATOR accepts:

(a) a non-exclusive license, right, authority and obligation, subject to the terms and conditions of this Agreement, to establish and operate the Franchise in and for the Operating Territory. FRANCHISOR may license others to offer or perform the same services in the Operating Territory and may include all or a portion of OPERATOR's Operating Territory in the operating territory of other franchisees of FRANCHISOR. FRANCHISOR may offer or perform the same services in the Operating Territory. OPERATOR may operate a single Franchise under this Agreement. If OPERATOR wishes to operate more than one Franchise, OPERATOR must meet FRANCHISOR's then-current qualification criteria and enter into FRANCHISOR's then-current additional franchise license agreement for each Franchise to be operated, which criteria and franchise license agreement may be materially different than the current agreement; and

(b) the non-exclusive license, right and privilege to use the Marks and the System in connection with the operation of the Franchise, subject to all of the terms and conditions of this Agreement and such terms and conditions as FRANCHISOR may periodically establish. OPERATOR expressly agrees that all rights, title and interest in and to the Marks, the System and goodwill, including, without limitation, all types of social media and other electronic postings, Internet presence, websites, cellular and landline telephone numbers, and confidential trade secrets are owned by FRANCHISOR and/or FRANCHISOR's Licensor and shall remain solely owned by FRANCHISOR and/or FRANCHISOR's Licensor and are being revealed and licensed to OPERATOR solely to enable OPERATOR to establish and operate the Franchise. Any goodwill from the use of the Marks by OPERATOR shall inure solely to the benefit of FRANCHISOR and/or FRANCHISOR's Licensor.

2.2 Authorized Trade Name. OPERATOR is licensed and authorized to do business pursuant to the terms of this Agreement utilizing only the authorized trade name listed on Exhibit A under such terms and conditions as FRANCHISOR may periodically establish.

2.3 Operating Territory. OPERATOR is licensed to operate the Franchise on a non-exclusive basis in and from the Operating Territory described and identified in Exhibit A and in the Description of Operating Territory and Operating Territory map under such terms and conditions as FRANCHISOR may periodically establish. If any boundaries of the Operating Territory consist of political subdivision boundaries that are subject to change, the parties agree that the boundaries of the Operating Territory shall remain constant as of the date hereof notwithstanding any subsequent change in the boundaries of the

political subdivision. OPERATOR agrees to develop its Operating Territory to its maximum economic potential and to implement FRANCHISOR's operating systems and business models.

2.4 Territorial Policy. OPERATOR is authorized to solicit, advertise, offer and perform the services of the Franchise in and from the Operating Territory designated in Section 2.3 using the trade name authorized in Section 2.2, and OPERATOR agrees to concentrate OPERATOR's promotional efforts on the development of the Franchise in the Operating Territory. FRANCHISOR has prescribed certain conditions, terms and limitations under which OPERATOR may solicit, advertise, offer and perform services outside the Operating Territory, which are set forth in FRANCHISOR's Territorial Policy. OPERATOR agrees to follow the Territorial Policy as it may be periodically modified by FRANCHISOR. OPERATOR agrees that FRANCHISOR may enforce the Territorial Policy when and as FRANCHISOR deems appropriate in its sole discretion. OPERATOR acknowledges that FRANCHISOR may, in its sole discretion, impose sanctions for violations of Territorial Policy, including, without limitation, liquidated damages, disallowance of Convention Allowance, and disallowance of the referral fees and/or other commissions due under Territorial Policy, which amounts may vary depending upon FRANCHISOR's determination of the severity of the violation. OPERATOR may not hold FRANCHISOR liable for violations of the Territorial Policy by any other SERVPRO franchisee under any circumstances.

2.5 Designation of OPERATOR. The entity status of OPERATOR is designated on Exhibit A. If OPERATOR is:

(a) a sole proprietorship, OPERATOR's spouse or domestic partner shall be included as a licensee in an individual capacity or, at FRANCHISOR's option, shall sign an agreement binding the spouse to adhere to the confidentiality standards and the covenant not to compete, as described in this Agreement.

(b) a legal entity other than a sole proprietorship, OPERATOR shall submit a copy of the organizational documents to FRANCHISOR and shall recite that the issuance and assignment of any capital stock or other ownership interests thereof are restricted by the terms of this Agreement and all issued and outstanding stock or other ownership certificates shall bear a legend as specified in Section 5.3. At any time upon request, in such form as FRANCHISOR may require, OPERATOR shall furnish and keep current with FRANCHISOR a certified list of all principals, persons and entities owning any interest in OPERATOR including, without limitation, any and all Owners reflecting their interest in OPERATOR, executed by all Owners, and their respective spouses undertaking to be bound by all of the provisions of this Agreement. The term Owner(s) is defined as including, without limitation, all principals, shareholders, members, partners or any other individuals or business entities with any ownership interests in OPERATOR permitted by FRANCHISOR as well as their spouses and domestic partners. OPERATOR agrees to notify FRANCHISOR in writing whenever there is a proposed change, which is subject to FRANCHISOR's prior written approval. All Owners and their spouses and domestic partners shall execute a guaranty agreement in a form satisfactory to FRANCHISOR, guaranteeing all amounts due and obligations under this Agreement and all other amounts due to FRANCHISOR. In addition, all spouses and domestic partners of Owners must sign an agreement to be bound by the terms and conditions of this Agreement. The Operating Principal is defined as the individual Owner approved by FRANCHISOR as primarily responsible for the day-to-day operations of the Franchise and as to OPERATOR's business relationship with FRANCHISOR authorized to make all decisions on behalf of OPERATOR. All Owners must meet FRANCHISOR's training and qualification requirements as may be designated and/or modified from time to time in FRANCHISOR's sole discretion. Operating Principal(s) are designated in Exhibit A.

2.6. The System. OPERATOR recognizes the value of FRANCHISOR's knowledge, experience and the importance of following the System. OPERATOR agrees to comply with the standards and procedures associated with the System. OPERATOR agrees to indicate to the public that OPERATOR operates the Franchise pursuant to the System as an independent SERVPRO franchisee. OPERATOR acknowledges that the System may be supplemented, improved upon and/or otherwise modified periodically at FRANCHISOR's sole discretion, including, without limitation, FRANCHISOR's right to: (i) offer new or modified services and products to OPERATOR (ii) require OPERATOR to offer new or modified services and products to its customers; (iii) modify methods of distribution and communication; (iv) adopt new programs and discontinue programs; (v) develop participation qualification criteria for programs, or types or sizes of jobs; (vi) require new or modified training, whether one-time or on-going; and (vii) impose charges in connection with such modifications of the System as long as the changes apply generally to all franchisees or categories of franchisees. In the interest of preserving the integrity and reputation of the System, FRANCHISOR shall have full discretion over implementing such developments and modifications, and OPERATOR shall comply with all requests and requirements of FRANCHISOR as a result of such supplements, improvements and/or modifications to the System. OPERATOR agrees to maintain in inventory the minimum amount of professional cleaning products and equipment, as designated by FRANCHISOR from time to time.

OPERATOR must be fluent in the English language to own and operate a SERVPRO franchise and to complete FRANCHISOR's training program. FRANCHISOR agrees to provide training and manuals only in the English language. FRANCHISOR may, but has no obligation to, translate some of FRANCHISOR's written materials into other languages from time to time.

2.7 FRANCHISOR Sales. Within and outside the Operating Territory, FRANCHISOR and any affiliates may own and operate franchises; solicit customers and clients; provide services to such customers and clients and to other franchises and Distributors; and sell any products and services under the Marks or other trade names, service marks and commercial symbols through similar or dissimilar channels of distribution, all on such terms and conditions as FRANCHISOR deems appropriate, without compensation to or granting any additional rights to OPERATOR. Without limiting the foregoing, FRANCHISOR and any of its affiliates, may: (i) use other channels of distribution, such as the Internet, online web stores, social media and other electronic channels, retail, catalog sales, telemarketing or other direct or indirect marketing, to make sales within OPERATOR's Operating Territory, using FRANCHISOR's Proprietary Marks; and (ii) make such marketing and sales under trademarks different from the Proprietary Marks OPERATOR will use under this Agreement, all without compensation.

3. INITIAL AND ON-GOING FEES

In consideration of the issuance and continuance of this franchise license, OPERATOR agrees to make the following payments to FRANCHISOR:

3.1. Initial License Fee. As consideration for the license granted herein, an initial fee (the "License Fee"), as set forth on the Acquisition Agreement, attached hereto as Exhibit C, is due and payable in full upon execution by OPERATOR of this Agreement. The License Fee is fully earned by FRANCHISOR upon execution of this Agreement and is non-refundable.

3.2 Definition of Gross Volume and Sub-Contract Services.

(a) "Gross Volume" means all goods and services sold, rendered, invoiced, performed, bartered or traded from, through, by or on account of operation of the Franchise or the Marks, whether directly or indirectly through OPERATOR or any other person or entity OPERATOR may refer to or contract with, and all other income of any kind or nature related to

the Franchise, including without limitation referral fees, finder's fees, products or items rented and products sold, all of which OPERATOR agrees must be identified from month to month by all receipts together with the total of any billing on which a partial payment has been received. All billings, whether collected directly by OPERATOR or collected by another person or entity, shall be included in Gross Volume. Any services or businesses owned in whole or in part by any Owners or by OPERATOR or operated or offered in any manner whatsoever by OPERATOR, any Owner, or any entities controlled by, controlling or under the common control of OPERATOR or owned in whole or in part by OPERATOR or its Owners, that are the same, similar, related to, competitive with the Franchise or the System or are in any manner connected to the fire, smoke, water and other damage cleaning, restoration and mitigation, and mold remediation industries are subject to Royalty, Fixed Fee and Advertising Fee payments as set forth herein. FRANCHISOR will determine, in its sole discretion, whether or not any such services or businesses are within the definition of Gross Volume and/or Franchise and are subject to these payments. If OPERATOR has any question regarding whether or not particular services or businesses are subject to Royalty or the level, Fixed Fee or Advertising Fee payments, OPERATOR must obtain prior written authorization from the President of FRANCHISOR in advance of operating such businesses or performing such services in order for them to be excluded from Royalty or other fee payments, or qualify for Royalty on Sub-contract Services (Section 3.3(b)).

Gross Volume excludes the sale of products that are purchased from FRANCHISOR and designated by FRANCHISOR as "retail products."

(b) "Sub-contract Services" are services performed by an independent third party retained by OPERATOR, which must be substantiated by a billing from an unrelated source. Services performed by OPERATOR, by any entity owned and/or controlled by OPERATOR or any Owner, in whole or in part, or by another SERVPRO franchise owner are not Sub-contract Services for Royalty reporting and payment purposes and are subject to full Royalty and other fee payments; provided, however, Reconstruction services (as defined below) performed by OPERATOR, or by any entity owned and/or controlled by OPERATOR or any Owner, in whole or in part ("Contractor") can qualify for Sub-contract Services, under the following conditions:

(1) Contractor must have a valid contractor's license and any other governmental approvals and licenses in good standing as required for each jurisdiction where such services will be performed, and a copy of that license must be provided to FRANCHISOR within five (5) days of FRANCHISOR's request, and, upon request, Contractor must also otherwise demonstrate adequate ability in and knowledge of the industry standards relating to these services.

(2) Services are limited to Reconstruction and to qualify, the services must exceed One Thousand Dollars (\$1,000) on each job.

(3) Contractor must use estimating software approved by FRANCHISOR on each job.

(4) OPERATOR must keep separate, financial and insurance records on the Franchise and the portion of the business performing such services or the separate business performing such services, and OPERATOR must make all of these records of Contractor available to FRANCHISOR for examination, upon request and as required by Section 4.3.

(5) Contractor must adhere to the restrictions on telephone numbers and directory or internet and electronic advertising for such services as outlined in Section 7.5 and otherwise comply with the then-current Territorial Policy and published brand advertising guidelines.

OPERATOR agrees FRANCHISOR has sole discretion to determine whether or not a particular service OPERATOR wishes to offer falls within the definition of Reconstruction. Tear out, demolition, removal and disposal ("Demolition") are subject to full Royalties (Section 3.3(a)) while repairs and minor construction services that are incidental to and customarily performed with or after fire, smoke, water, flood and other damage cleaning, restoration and mitigation, and mold remediation ("Repairs") can qualify as Sub-contract Services.

"Reconstruction" means other construction services that are connected with and / or performed with or after fire, smoke, water, flood and other damage cleaning, restoration and mitigation, and mold remediation, including, without limitation, replacing wet sheet rock and ceiling tiles, doors, windows and sub-flooring, wood and tile flooring, insulation, cabinetry, carpentry, countertops, rebuilds and other such services, all of which are subject to full Royalty payments unless they qualify for Sub-contract Services pursuant to Section 3.2(b) and 3.3(b).

When Reconstruction and Repair services are performed by OPERATOR or any Owner, or any business owned in whole or in part by OPERATOR or any Owner and meet the conditions above, they are sometimes referred to by FRANCHISOR as "In House Construction."

OPERATOR may not sub-contract any fire, smoke, water and other damage cleaning, restoration and mitigation, and mold remediation services. In addition, OPERATOR may not otherwise delegate or assign such services to a third party other than another Servpro franchise.

3.3 Royalties and Fixed Fees. Each month during the term of this Agreement, commencing with the Effective Date, in addition to the obligation to pay a Minimum Royalty Fee in accordance with Section 3.4, for the rights granted hereunder, OPERATOR shall pay FRANCHISOR a percentage of ten percent (10%) of the Gross Volume of the Franchise ("Royalty"), subject to the Royalty Volume Discounts in Section 3.3(a), below, plus an additional fixed amount (the "Fixed Fee"). Payment is due to FRANCHISOR based on a reporting month established in accordance with Section 3.8. FRANCHISOR may periodically adjust the monthly volume thresholds for Royalty rates based upon the Consumer Price Index, United States City average, as published by the Bureau of Labor Statistics (1982-84 = 100, all items). Adjustments may be made upon thirty (30) days' advance written notice to OPERATOR.

(a) Subject to (c) and (d) below, the Royalty and Fixed Fees are calculated and payment is due on monthly Gross Volume *excluding* Gross Volume from Sub-contract Services, as follows:

If Monthly Gross Volume, excluding Sub-contract Services is between	Royalty Payment	Plus Fixed Fee
\$0 - \$5,999	10%	\$45
\$6,000 - \$9,999	9%	\$65
\$10,000 - \$14,999	8%	\$85

If Monthly Gross Volume, excluding Sub-contract Services is between	Royalty Payment	Plus Fixed Fee
\$15,000 - \$19,999	7.5%	\$95
\$20,000 - \$34,999	7%	\$115
\$35,000 - \$49,999	\$2,450 plus 6.5% on amount over \$34,999	\$115
\$50,000 - \$74,999	\$3,425 plus 6% on amount over \$49,999	\$115
\$75,000 - \$99,999	\$4,925 plus 5.5% on amount over \$74,999	\$115
\$100,000 and over	\$6,300 plus 5% on amount over \$99,999	\$115

(b) The Royalty on Sub-contract Services is calculated at five percent (5%) of Gross Volume from Sub-contract Services until the cumulative calendar year-to-date Gross Volume from Sub-contract Services exceeds Twenty Thousand Dollars (\$20,000), at which time the Royalty on Sub-contract Services is calculated with Royalty Volume Discounts as follows:

This table is to be used each month of each calendar year when Gross Volume from Sub-contract services exceeds \$20,000 year-to-date.

If the current month's Gross Volume from Sub-contract Services is greater than	but not over	pay Sub- contract Royalty Percentage	plus Sub- contract Fixed Royalty
\$0	\$4,999	4.5%	\$0
\$5,000	\$9,999	4% on amount over \$4,999	\$225
\$10,000	\$14,999	3.5% on amount over \$9,999	\$425
\$15,000	and over	3% on amount over \$14,999	\$600

(c) If OPERATOR is new to the System and purchases a new license from FRANCHISOR or purchases a business from an existing franchisee of FRANCHISOR that produced less than One Hundred Thousand Dollars (\$100,000) in reported Gross Volume in the most recent twelve (12) months, OPERATOR shall receive no Royalty Volume Discounts until

OPERATOR completes the Mold Remediation course and all five (5) steps of the FRANCHISOR's initial training program, the Business Development Program (including home study prerequisites, prerequisite consultation meeting, new franchise training program, set-up training and new franchise business consultation meetings) to FRANCHISOR's satisfaction, and OPERATOR must pay all Royalties at the rate of ten percent (10%), plus the Fixed Fee according to actual Gross Volume. At no time will these Royalty Volume Discounts be available prior to a report month that begins six (6) months after the Effective Date.

(d) If OPERATOR is renewing a Franchise, purchasing an additional license from FRANCHISOR or purchasing a business from an existing franchisee of FRANCHISOR that produced One Hundred Thousand (\$100,000) or more in reported Gross Volume in the most recent twelve (12) months and OPERATOR fails to satisfactorily complete FRANCHISOR's then-current training required for a renewal or the purchase of an additional or existing franchise, as applicable, within the then-current time period designated by FRANCHISOR, OPERATOR shall lose all Royalty Volume Discounts and must pay all Royalties at the rate of ten percent (10%), plus the Fixed Fee according to the actual Gross Volume, until such time as OPERATOR has satisfactorily completed the required training.

3.4 Minimum Royalty Fee and Minimum Fixed Fee. Each month during the term of this Agreement, commencing with the Effective Date, OPERATOR agrees to pay FRANCHISOR a Minimum Royalty Fee of One Hundred Dollars (\$100), plus a Minimum Fixed Fee of Forty-Five Dollars (\$45).

3.5 Advertising Fee. FRANCHISOR may assess, on a national or regional basis, a sum not to exceed three percent (3%) of OPERATOR's Gross Volume as a contribution (the "Advertising Fee") to a marketing and advertising fund for the benefit of franchisees and the System (the "National Marketing and Advertising Fund"). The Advertising Fee is due on the same date as Royalty and Fixed Fees. The National Marketing and Advertising Fund shall be administered by FRANCHISOR in accordance with Section 8.5.

3.6 Dishonored Checks. OPERATOR agrees to pay a fee of Fifty Dollars (\$50) for each dishonored check tendered to FRANCHISOR by OPERATOR. Payment is due upon demand by FRANCHISOR. If OPERATOR tenders two or more checks that are dishonored within a twelve (12) month period or if OPERATOR becomes two or more months' delinquent in any account with FRANCHISOR, FRANCHISOR may require payment of any amounts owed to FRANCHISOR to be made by cashier's check until further notice by FRANCHISOR, in addition to FRANCHISOR's rights and remedies for OPERATOR's breach of this Agreement.

3.7 Interest and Late Fee Assessments. FRANCHISOR is not required to accept payments in whole or in part after OPERATOR's accounts become delinquent, and FRANCHISOR may refuse to extend credit to OPERATOR. If Royalties, Fixed Fees, Advertising Fees or any other account with or amounts owing to FRANCHISOR, whether or not directly associated with this Agreement, are not accurately reported and/or paid in full by the established deadline, OPERATOR agrees that FRANCHISOR may charge a late fee and/or penalty until such time as the delinquent account is paid in full. The late fee and/or penalty will be calculated as follows:

(a) assess the then-current late fee for each and every report or payment that is received after its due date; and/or

(b) assess interest at the highest applicable legal rate for open business credit, compounded monthly, not to exceed two percent (2%) per month, for each month that the reports or payments are delinquent; and/or

(c) disallow, for the month in which the delinquency occurs and all subsequent months in which any payment remains delinquent, the Convention Allowance credited to OPERATOR pursuant to Section 8.3; and/or

(d) disallow volume discounts (i.e., set the Royalty rate at ten percent (10%), plus the appropriate Fixed Fee) for that entire month and succeeding months in which any payment remains delinquent on all Gross Volume, including Sub-contract Services; and/or

(e) suspend National Accounts referrals to OPERATOR (if FRANCHISOR is then operating a National Accounts program).

3.8 Timing of Monthly Fees and Reports; Application of Payments. FRANCHISOR may establish different reporting periods for different franchises. For example, a reporting month could run from the twentieth (20th) of one month to the nineteenth (19th) of the following month. Unless notified by FRANCHISOR otherwise, the reporting period is a calendar month. All fees must be paid no later than the tenth (10th) day of the following month or other designated deadline applicable to franchises with a like reporting period. OPERATOR agrees that FRANCHISOR has the sole discretion to apply any payments by OPERATOR in any order to any past due indebtedness of OPERATOR for Royalties, Fixed Fees, Advertising Fees, expenses, purchases from FRANCHISOR, interest, late fees or any other indebtedness. Upon notification by FRANCHISOR, OPERATOR agrees to make payments set forth herein by electronic funds transfer.

3.9 Right of Offset. FRANCHISOR may set off any amounts owing or held by FRANCHISOR or an affiliate to OPERATOR against any amounts owing to FRANCHISOR by OPERATOR, any Owner of OPERATOR or any entity in which any Owner has any ownership interest. OPERATOR waives any right, claim or defense of "offset," and, as a consequence, OPERATOR agrees to pay FRANCHISOR all fees and amounts due FRANCHISOR on time regardless of any such claims or defenses that OPERATOR has or asserts against FRANCHISOR.

3.10 Administrative Fee. When OPERATOR asks FRANCHISOR to amend this Agreement, when an amendment is required by OPERATOR's actions or when OPERATOR asks FRANCHISOR to consent to various transactions or to provide services for which a specific fee is not imposed elsewhere in this Agreement or the System, OPERATOR will pay the then-current administrative fee in effect.

3.11 Payments. If OPERATOR becomes delinquent in the payment of any obligation to FRANCHISOR, whether under this Agreement or any other obligation, FRANCHISOR shall have the right, in its sole discretion, to apply any payments received from OPERATOR or monies received by FRANCHISOR on behalf of OPERATOR to any obligation owed by OPERATOR, notwithstanding any contrary designation by OPERATOR as to application. In addition to paying delinquencies immediately, OPERATOR shall take any other steps required by FRANCHISOR to cure.

3.12 Asbestos, Lead and Other Services. If OPERATOR or any entity owned and/or controlled by OPERATOR or any Owner, in whole or in part, offers or performs asbestos abatement and/or asbestos testing or lead abatement, construction or any other services, the following applies:

(a) FRANCHISOR recommends that OPERATOR create a separate business entity for performing such services;

(b) These additional services will be subject to FRANCHISOR's then-current Territorial Policy, including, without limitation, internet/electronic and non-internet/electronic advertising, telephone numbers and directory advertising for such services;

(c) OPERATOR or the separate business entity will carry separate insurance providing coverage for these additional services in the amounts set forth in Section 7.8 and in FRANCHISOR's then-current insurance requirements;

(d) OPERATOR or the separate business entity will keep separate accounting records for these additional services;

(e) Any services provided in connection with cleaning, fire, smoke, water, flood and other damage cleaning, restoration and mitigation, and mold remediation services will be included in the Gross Volume of OPERATOR's Franchise and are subject to Royalty and other enumerated payments;

(f) Any services provided to any customer or client who was first a customer or client of OPERATOR's Franchise will be included in the Gross Volume of OPERATOR's Franchise and are subject to Royalty and other enumerated payments;

(g) Any asbestos testing and abatement and lead testing and abatement services will be included in Gross Volume of OPERATOR's Servpro franchise and are subject to Royalty and other enumerated payments;

(h) If OPERATOR creates a separate business entity, it will be subject to the same audit provisions as contained herein; and

(i) OPERATOR shall obtain and maintain all necessary certifications and/or licenses for the jurisdiction.

4. ACCOUNTING; RECORD KEEPING

4.1 Obligation to Keep Records. OPERATOR agrees to install, and maintain at all times, a complete and uniform accounting system in accordance with generally accepted accounting principles and meeting the standard operating procedures and specifications prescribed periodically by FRANCHISOR. These procedures and specifications may include, without limitation, all sales and cash journal sheets, bank reconciliations, payroll records, invoice logs, and other financial records as required by FRANCHISOR and may require the use of computer hardware and software applications and platforms as periodically specified by FRANCHISOR. OPERATOR agrees to maintain complete and accurate records, using the current recommended Chart of Accounts, books, data and reports that accurately reflect all particulars relating to or arising out of this Agreement. If OPERATOR or any Owner transacts business that is not subject to this Agreement, all records connected to such other operation shall be kept in a manner necessary to effect a convenient segregation between the Franchise and the other business. Otherwise, any sums deposited into bank accounts for the Franchise are deemed to be Royalty-bearing Gross Volume of the Franchise. If OPERATOR owns multiple Franchises, OPERATOR agrees to allocate and report Gross Volume either (a) based on the Operating Territory of the Franchise where the Gross Volume was produced; or (b) if the work was performed in open territory, for the Franchise for which the boundaries of the Operating Territory are closest to the place where the Gross Volume was produced.

4.2 Reporting Requirements. OPERATOR shall deliver the following reports to FRANCHISOR by mailing the reports or, at the option of FRANCHISOR, by submitting the reports electronically, within the time limits established by FRANCHISOR, and OPERATOR shall also provide copies of the items furnished to FRANCHISOR to OPERATOR's Trainer/Franchise Business Consultant in accordance with the timing requirements FRANCHISOR may establish:

(a) a monthly report of Gross Volume in a form approved by FRANCHISOR, for the previous reporting period, an invoice list of all transactions on which Royalties are payable, a copy of all voided invoices, a Royalty calculation report together with payment of the Royalty (or Minimum Royalty Fee, as applicable), Fixed Fee and Advertising Fee; and

(b) upon request within ninety (90) days after the close of each fiscal year, a copy of the Franchise's Balance Sheet and Income Statement as it stands at the end of such fiscal year, all in reasonable detail and compiled by a certified public accountant or licensed public accountant; and

(c) upon request within thirty (30) days after filing with the appropriate taxing authority, a copy of the federal and any state income tax returns and all amendments thereto pertaining to or relating to operation of the Franchise, any and all business returns of OPERATOR and any business entities controlled by, controlling or under common control of OPERATOR and any business entities owned in whole or in part by OPERATOR or any Owner and any spouse or domestic partner of any Owner, and all personal tax returns of any Owner of OPERATOR and any spouse or domestic partner of any Owner (collectively, the "Returns") and, upon request, a letter stating whether or not: (1) all payroll tax returns have been filed and payroll taxes paid to the end of the fiscal period; (2) all federal income tax returns have been filed and taxes paid; and (3) any state income, franchise, use and sales tax returns have been filed and taxes or fees paid; and

(d) such other reports, forms, records and any other information pertaining to or relating to the Franchise, OPERATOR and Owners and any spouse or domestic partner of any Owner as FRANCHISOR may require, or as FRANCHISOR may periodically specify in writing including, without limitation (1) any and all business bank statements of OPERATOR and any entities controlled by, controlling or under common control of OPERATOR or owned in whole or in part by OPERATOR or any Owner and any spouse or domestic partner of any Owner, and all personal bank statements of any Owner of OPERATOR and any spouse or domestic partner of any Owner (the "Bank Statements"); and (2) any and all business accounting systems, data files from OPERATOR's accounting system, such as Quickbooks®, and all accounting data, hard copy and electronic, of OPERATOR and any entities controlled by, controlling or under common control of OPERATOR or owned in whole or in part by OPERATOR or any of its Owners and any spouse or domestic partner of any Owner, and all such accounting data of any Owner of OPERATOR and any spouse of any Owner (the "Accounting Data"). Together, the Returns, Bank Statements and Accounting Data are referred to as the "Business Records."

If OPERATOR becomes aware that any reports or data submitted by OPERATOR are inaccurate, OPERATOR shall immediately correct all reports and data. Otherwise, any such reports by OPERATOR shall be deemed to be falsification of reports.

All taxes described in Section 4.2(c) shall be filed and paid timely as required by applicable law, no later than October 15th of the following year.

4.3 Examination. FRANCHISOR, or its authorized representative, shall have the right, at any time and upon reasonable prior notice, which need not exceed five (5) business days, to examine, review, copy, require copies to be delivered and/or audit OPERATOR's Business Records or any other records that FRANCHISOR reasonably believes may pertain to or be related to the subject matter and terms of this Agreement. During the term of this Agreement, and for a period of three (3) years after the termination or transfer of rights under this Agreement, FRANCHISOR, or its authorized representative, shall have free and full access thereto for the purpose of this examination and shall have the right to make copies or to have copies made at OPERATOR's expense. Any such examination of the Business Records may be conducted at the Franchise location, or FRANCHISOR may require OPERATOR to copy and deliver the Business Records in hard copy and/or electronically to a location designated by FRANCHISOR within five (5) business days at OPERATOR's expense. Should OPERATOR fail or refuse to permit an examination or fail or refuse to copy and deliver the Business Records, FRANCHISOR may declare that OPERATOR will lose all Royalty Volume Discounts and the Convention Allowance for the period of noncompliance, FRANCHISOR may suspend all National Accounts referrals, and FRANCHISOR may exercise any other rights and remedies available for breach of this Agreement.

4.4 Examination Findings. If an examination conducted pursuant to Section 4.3 discloses noncompliance with any of the provisions of this Agreement, FRANCHISOR may require OPERATOR to bear the expenses of the examination, including, without limitation, travel, lodging, wages, legal and accounting fees, and any other ordinary and necessary expenses incurred in connection with the examination, in addition to paying all delinquent amounts owing and the interest charged on all delinquent accounts, to incur the loss of the Royalty Volume Discount and Convention Allowance for the period of noncompliance and any other rights and remedies FRANCHISOR may have under this Agreement. OPERATOR further agrees to reimburse FRANCHISOR for all Convention Allowances and Royalty Volume Discounts taken for the time period OPERATOR was found to be in noncompliance as set forth in Section 3.7. If OPERATOR does not comply with the record keeping and record examination obligations, in addition to all other amounts required to be paid under this Agreement, OPERATOR agrees to pay the sum of Three Thousand Dollars (\$3,000) per month as liquidated damages for each month that accurate records are not kept or made available and any delinquent amounts remain owing. OPERATOR agrees that this \$3,000 monthly amount is an equitable amount for damages due for noncompliance with the record keeping requirements only, is not a penalty and does not limit any other rights or remedies that FRANCHISOR may have under this Agreement. FRANCHISOR, in its sole discretion, may accept a promissory note for any such delinquent amounts owing. If an examination during the sale or transfer process set forth in Article 5 reveals a delinquency or any underreporting, including without limitation, receivables and items written off, FRANCHISOR may require prepayment of these and any other amounts owing as a condition of approving the sale or transfer.

5. **TRANSFER OR ASSIGNMENT**

5.1 General Provisions. If OPERATOR is an individual or individuals, FRANCHISOR has granted this license in reliance on OPERATOR's business skills, financial capacity, personal character and reputation. If OPERATOR is a business entity, this license is granted in reliance on the business skills, financial capacity, personal character and reputation of Owners. Accordingly, neither OPERATOR nor any Owner, individual, partner, partnership, shareholder, corporation or other entity that has or owns any interest in this Agreement, in the Franchise or in OPERATOR, shall sell, assign, transfer, convey, rent, give away, lease, pledge, exchange, mortgage or otherwise encumber any interest in this Agreement, the Franchise OPERATOR (the "Transfer"), without FRANCHISOR's prior written consent and following the provisions in this Article 5. In addition, if any Owner marries, remarries or becomes a domestic partner with someone not a spouse or domestic partner at the Effective Date, OPERATOR and Owners agree to cause such new spouse or domestic partner to sign a document in a form approved by

FRANCHISOR (currently, the *LIST OF PARTNERS, MEMBERS OR SHAREHOLDERS*) agreeing to be bound by the terms of this Agreement. Any purported sale, assignment, transfer, conveyance, rent, gift, lease, pledge, exchange, mortgage or encumbrance not having FRANCHISOR's prior written consent shall be null and void and shall constitute a material breach of this Agreement, making this Agreement subject to termination by FRANCHISOR without opportunity to cure as provided in Section 10.4(i).

5.2 Assignment Due to Death or Disability. In the event of the death or permanent disability of OPERATOR (or the death or permanent disability of any Owner if OPERATOR is a legal entity other than an individual), FRANCHISOR shall not unreasonably withhold its consent to a Transfer or assignment of OPERATOR's interest herein to either a bona-fide purchaser meeting FRANCHISOR's then-current criteria or to a qualified and approved descendant, heir or legatee of the decedent if FRANCHISOR is given satisfactory written evidence of succession or entitlement to the rights under this Agreement provided such descendant, heir or legatee meets FRANCHISOR's then-current criteria. In each case, FRANCHISOR's consent shall also be based upon compliance with the provisions of Sections 5.4 and 5.5. Any consent by FRANCHISOR to an assignment or Transfer of any interest in this Agreement or the Franchise to the executor, administrator, or personal representative of the deceased shall not constitute a consent to any subsequent assignment or Transfer thereof from such executor, administrator or personal representative to any descendant, heir or legatee of the estate. Any consent by FRANCHISOR to such subsequent assignment or Transfer shall also be subject to compliance with Sections 5.4 and 5.5.

5.3 Assignment to and Ownership by a Legal Entity. If OPERATOR is an individual or individuals, this Agreement may be assigned to a qualified legal entity with FRANCHISOR's prior written consent; provided, however, if the approved legal entity is not completely owned by the original individual or individuals making up OPERATOR, FRANCHISOR may require that the then-current form of SERVPRO Franchise License Agreement be executed in lieu of an assignment of this Agreement, the terms of which Franchise License Agreement may be materially different than this Agreement. The legal entity must conduct no business other than owning and operating the Franchise, must agree to assume the outstanding debts and obligations relating to the Franchise, and must be actively managed by the individual or individuals who originally signed this Agreement. An assignment shall not relieve the original OPERATOR from any duties or liabilities imposed by this Agreement. A copy of the organizational documents of such legal entity shall be provided to FRANCHISOR and shall recite that the issuance and assignment of any capital stock or other ownership interests thereof are restricted by the terms of Section 2.5 of this Agreement, and shall contain the following language: "Any transfer of ownership interest in this business entity is subject to and governed by the transfer provisions in the SERVPRO® Franchise License Agreement to which this entity is a party, which requirements include, without limitation, written permission from Servpro Industries, Inc." In addition, all issued and outstanding stock certificates of any such corporation shall bear a legend stating: "A transfer of this stock is subject to the terms and conditions of a SERVPRO Franchise License Agreement dated _____."

In order for OPERATOR to be a business entity, each of Owners, and their spouses and domestic partners, must meet FRANCHISOR's then-current criteria and shall execute a guaranty agreement, in a form satisfactory to FRANCHISOR, guaranteeing all amounts due and all obligations under this Agreement and all other amounts due and obligations owing to FRANCHISOR. OPERATOR shall furnish and keep current with FRANCHISOR a certified list of all Owners and their spouses and domestic partners in such form as FRANCHISOR may require, reflecting their interest in the business entity, executed by all Owners, including without limitation, shareholders, members or partners, and their spouses and domestic partners and agreeing to be bound by all of the provisions of this Agreement. No trust may hold any ownership interest in OPERATOR or this Franchise unless FRANCHISOR grants written consent, which consent may be withheld or conditioned in FRANCHISOR's sole discretion. The word SERVPRO® may not be used in the name of OPERATOR's business entity. An entity name may

not contain words referencing a geographic area that is larger than, or nondescriptive of, the Operating Territory granted by this Agreement.

5.4 Transfer Fees. If an interest of fifty percent (50%) or more is transferred, the Transfer Fee defined in Section 5.5(f) must be paid to FRANCHISOR. If an interest of less than fifty percent (50%) but more than ten percent (10%) is transferred, one-half (½) of the Transfer Fee must be paid to FRANCHISOR. If an interest of ten percent (10%) or less is transferred, one-fourth (¼) of the Transfer Fee must be paid to FRANCHISOR. If less than a 50% interest is transferred or if more than two individuals purchase an interest greater than 50%, the additional parties must pay FRANCHISOR's then-current training fees and all travel expenses. In the event of a Transfer to a direct lineal descendant upon death or disability as set forth in Section 5.2, no Transfer Fees will be charged or paid, but the direct lineal descendant must meet FRANCHISOR's then-current criteria, attend training and pay the then-current training fees, travel and living expenses and comply with Section 5.5.

5.5 Sale or Transfer of Any Interest in Franchise. If OPERATOR and/or any Owner wishes to Transfer OPERATOR, any ownership interest in OPERATOR (if OPERATOR is a legal entity), the Franchise or this Agreement to any individual or entity (the "Transferee"), any such proposed Transferee must exceed the age of majority in Transferee's jurisdiction and must meet FRANCHISOR's then-current requirements for owning an interest in OPERATOR and the Franchise. FRANCHISOR's consent to the Transfer of any such interest shall neither constitute a waiver of any claims it may have against OPERATOR nor be deemed a waiver of FRANCHISOR's right to enforce compliance with any of the terms or conditions of this Agreement before, during or following the Transfer. The accrued Convention Allowance shall remain with the Franchise and be payable to Transferee in the case of a complete Transfer if Transferee attends all parts of the following annual Convention and Transferee otherwise qualifies. A Transfer will be approved provided OPERATOR is not in default of any obligations under this Agreement and provided OPERATOR and Transferee comply with FRANCHISOR's then-current terms and conditions required by FRANCHISOR before the Transfer is completed and before Transferee takes ownership and/or possession of all or any part of OPERATOR and/or the Franchise, including, without limitation, the following:

(a) OPERATOR shall submit to FRANCHISOR: (1) a written notice setting forth the name and address and request for consideration of the proposed Transferee and the price, other consideration and terms of the proposed Transfer; (2) a qualification guide completed by Transferee; (3) a list of the vehicles, products and equipment to be transferred for each Franchise to be transferred, which must meet FRANCHISOR's then-current standards as reflected in the latest equipment and products package for new franchise purchases; (4) proof of insurance evidencing compliance with all requirements of Section 7.8; (5) proof of properly painted and decal vehicles; (6) an organization chart listing all current supervisors and staff working in the Franchise; and (7) such other information as FRANCHISOR may request;

(b) Transferee must demonstrate, to FRANCHISOR's reasonable satisfaction, that any proposed Transferee: (1) meets FRANCHISOR's criteria for granting a new license, including educational, managerial, business standards, financial criteria, English proficiency and background check; (2) possesses good business skills and credit rating; (3) has the aptitude and ability to conduct and operate the Franchise, which may be evidenced by related business experience; (4) has adequate financial resources and capital, as determined by FRANCHISOR, to operate the Franchise; and (5) Transferee meets all requirements set forth in FRANCHISOR's then-current qualification guide;

(c) OPERATOR shall provide FRANCHISOR with a fully-executed copy of any purchase or Transfer agreement, which must: (1) allocate at least ten percent (10%) of the purchase price to the covenant not to compete and at least ten percent (10%) of the purchase price to goodwill; (2) provide that FRANCHISOR may require that a portion of the purchase price be placed in escrow until Transferee completes the NFTP, as defined below in Section 7.2, and (3) not include any provisions that conflict with FRANCHISOR's transfer requirements;

(d) OPERATOR, Owners and Owners' spouses and/or domestic partners must: (1) execute a general release, in a form satisfactory to FRANCHISOR, of any and all existing known and unknown claims against FRANCHISOR, its affiliates and their respective shareholders, officers, directors, agents, employees, successors, assigns, Distributors and Trainers in their corporate and individual capacities; (2) affirm that the confidentiality provisions of Section 6.5, the post-termination provisions of Section 11, and the covenant not to compete contained in Section 6.6 survive as to OPERATOR, Owners, and Owners' spouses and/or domestic partners;

(e) Transferee shall execute the then-current form of SERVPRO Franchise License Agreement and associated documents, which agreement may be materially different from this Agreement and associated documents, including, without limitation, a different Royalty, Minimum Royalty Fee or Advertising Fee, and which agreements shall supersede this Agreement in all respects, except as may be provided herein; provided, however, Transferee shall not be required to pay an initial License Fee;

(f) FRANCHISOR shall be paid its then-current, non-refundable Transfer Fee, which shall not exceed twenty percent (20%) of the amount charged for the purchase of a new SERVPRO franchise license and equipment and products package;

(g) Prior to completion of the Transfer, Transferee shall attend and complete, to FRANCHISOR's satisfaction, FRANCHISOR's initial training program including, without limitation, the portion of the training to be conducted at FRANCHISOR's corporate headquarters (currently "the NFTP", as defined below in Section 7.2) offered by FRANCHISOR or FRANCHISOR's designee and obtain industry certifications, as designated by FRANCHISOR; and meet FRANCHISOR's then-current advanced training requirements, including, without limitation, an Institute of Inspection, Cleaning and Restoration Certification ("IICRC")-approved Applied Structural Drying ("ASD"), as well as the United States Environmental Protection Agency's Renovation, Repair and Painting Rule lead safe work practices courses and certifications and designated subrogation training within the time period required by FRANCHISOR, all in FRANCHISOR's sole discretion; provided, however, no training shall be initiated until such time as: (i) Transferee has received FRANCHISOR's written approval of the transfer; (ii) Transferee has signed a Confidentiality Agreement; (iii) Transferee has signed and returned to FRANCHISOR, in proper form, the original copy of the SERVPRO Franchise License Agreement and related documents required by Section 5.5(e); (iv) OPERATOR has signed and returned the General Release required by Section 5.5(d); and (v) the Transfer Fee required by Section 5.5(f) has been paid;

(h) Any and all debts, accounts or monies owed to FRANCHISOR or its affiliates by OPERATOR, any affiliate of OPERATOR and any Owner, including, without limitation, Royalties and Advertising Fees owed with respect to any accounts receivable, must be paid in full before any such Transfer may occur, and OPERATOR must deposit up to One Thousand Dollars (\$1,000) with FRANCHISOR for FRANCHISOR to hold for sixty (60) days after completion of the Transfer. At the end of the sixty (60) days, FRANCHISOR will apply the deposit to any remaining amounts owed by OPERATOR and return the remainder of the deposit to

OPERATOR. OPERATOR must report and pay Royalties and other fees on all work in progress, and all outstanding customer complaints must be resolved or be contested in good faith in accordance with FRANCHISOR's requirements. OPERATOR and Transferee shall agree that an amount that will satisfy all obligations then due and owing to customers shall be placed in escrow pending resolution of the customer complaints; and

(i) OPERATOR shall deliver to FRANCHISOR a notice in writing of the identity of the proposed Transferee and any other information requested, together with a copy of any purchase or Transfer agreement or any other document or agreement transferring any interest in the Franchise or in OPERATOR. FRANCHISOR shall have the right, exercisable by delivering written notice to OPERATOR within thirty (30) days after actual receipt of a final binding purchase or Transfer agreement or agreement finalizing the terms of any proposed Transfer, to purchase or assume the Transfer of OPERATOR and/or the Franchise or the interest being transferred upon the same terms. If FRANCHISOR declines, or does not exercise its right within this time period, OPERATOR may transfer the interest, subject to FRANCHISOR's prior written approval as provided herein, but not at a lower price or on more favorable terms than have been provided to FRANCHISOR. If OPERATOR does not sell or transfer to Transferee, FRANCHISOR shall have the same right of first refusal as to any future Transfer and proposed Transferee.

5.6 Assignment by FRANCHISOR. FRANCHISOR may, in its sole discretion, assign this Agreement and all of its rights and privileges hereunder to any person or legal entity that expressly agrees to assume and perform FRANCHISOR's obligations, including a competitor of FRANCHISOR, and such assignment shall be binding upon and inure to the benefit of FRANCHISOR's successors and assigns including, without limitation, any entity that acquires all or a portion of the capital stock or ownership interest of FRANCHISOR or any entity resulting from or participating in a merger, consolidation or reorganization in which FRANCHISOR is involved and to which FRANCHISOR's rights and duties hereunder are assigned.

5.7 Resale Referral Fee. If OPERATOR seeks FRANCHISOR's assistance in finding a purchaser for the Franchise, or if FRANCHISOR otherwise directly or indirectly refers a prospective purchaser to OPERATOR, OPERATOR agrees to pay FRANCHISOR a Resale Referral Fee if the prospective purchaser completes the purchase of the Franchise. The Resale Referral Fee established by FRANCHISOR will not exceed ten percent (10%) of the gross sales price, including goodwill, equipment and license, and must be paid before Transfer is effective.

6. TRADEMARKS; CONFIDENTIAL AND PROPRIETARY INFORMATION; IN-TERM AND POST-TERM COVENANTS

6.1. Ownership of the Marks. OPERATOR agrees that the Marks are the exclusive property of FRANCHISOR and/or FRANCHISOR's Licensor, and OPERATOR asserts no Claim (as defined below in Section 9.2) and will hereafter assert no Claim, to the ownership thereof or to any goodwill attendant thereto. OPERATOR further covenants that it will neither contest FRANCHISOR and/or FRANCHISOR's Licensor's ownership of the Marks or their validity nor will it do or permit any act or thing to be done in derogation of any of the rights of FRANCHISOR in connection with the Marks either during the term of this Agreement or thereafter. Nothing in this Agreement shall be construed to give OPERATOR any right, title or interest in or to any of the Marks, except for a revocable privilege and license to display and use the Marks during the term of, and pursuant to the terms and conditions contained in, this Agreement. OPERATOR expressly understands and agrees that OPERATOR has not acquired, and will not acquire, any ownership interest, equitable rights, goodwill or any other interests in any Mark by virtue of this Agreement, OPERATOR's relationship with FRANCHISOR or

OPERATOR's use of any of the Marks, and OPERATOR will not represent that it has. OPERATOR also understands and agrees that following the expiration or termination of this Agreement for any reason, OPERATOR shall not attribute any monetary amount to any goodwill associated with OPERATOR's use of the Marks or in connection with the operation of the Franchise. OPERATOR agrees not to establish a domain name (URL) using the word "Servpro." FRANCHISOR alone will register and manage OPERATOR's primary domain name, Servpro[anytown].com. Any other domain names require written approval. Upon request from FRANCHISOR, OPERATOR agrees to surrender any domain name used in OPERATOR's business to FRANCHISOR by every reasonable effort available. The domain name (URL) will be registered under the name of FRANCHISOR. OPERATOR is responsible for paying all fees associated with any such domain name (URL). FRANCHISOR will require OPERATOR to cancel OPERATOR's registration of the domain name if OPERATOR fails to obtain FRANCHISOR's prior written authorization. OPERATOR agrees to use and post Internet advertising templates on a website developed solely by FRANCHISOR, unless otherwise approved in writing by FRANCHISOR. OPERATOR agrees to use FRANCHISOR or a third party designated by FRANCHISOR to host an approved website. OPERATOR is not permitted to make use in any Internet or electronic advertising, social media, text messaging or other media whether in the text of any advertising, in any listing, or in any metadata or code, of any geographic descriptors that are not located within OPERATOR's Operating Territory, including, without limitation, any zip codes, cities, towns, landmarks or public or private locations of any sort. OPERATOR acknowledges and agrees that the value of the SERVPRO trademark and brand are important assets that benefit the entire SERVPRO Franchise system. Accordingly, OPERATOR agrees to ensure that all website, social media and all other data and electronic postings on the Internet or otherwise accessible by computer, smartphone or other computing or communication device, or otherwise, portray the SERVPRO Franchise system in a positive, dignified and business-like manner. OPERATOR further agrees to remove or modify, at SERVPRO's election, any material deemed by SERVPRO to violate this provision.

6.2 Modification of the Marks. If FRANCHISOR, in its sole discretion, decides to modify or discontinue use of any Mark and/or to adopt or use one or more additional or substituted Marks, OPERATOR shall promptly conform its use of the Marks as directed in writing by FRANCHISOR at no cost to FRANCHISOR. OPERATOR waives any Claim arising from or relating to any such change, modification or substitution of the Marks.

6.3 OPERATOR's Use of the Marks. OPERATOR shall use the Marks strictly in accordance with this Agreement and/or other written instructions periodically received from FRANCHISOR, including, without limitation, the form and manner and appropriate copyright, trademark or service mark designation or legends as may be periodically prescribed. All materials, signs or other items that bear the Marks shall be in the form, color, location and manner prescribed by FRANCHISOR. OPERATOR shall not allow or engage in any use of the Marks other than as permitted pursuant to this Agreement. OPERATOR shall not use the Marks for any purpose other than in connection with the Franchise. OPERATOR may not use the Marks, or association therewith, for the benefit of any business other than the Franchise. OPERATOR shall use only the trade name set forth in Section 2.2 of this Agreement in connection with the Franchise operated pursuant to this Agreement. OPERATOR shall not file, register or place any applications of any kind involving the use of the Marks without FRANCHISOR's prior written consent. If OPERATOR is a legal entity, the use of the Marks in OPERATOR's legal entity name is prohibited. If local laws or ordinances permit or require OPERATOR to make an assumed name filing, OPERATOR shall include only the trade name assigned in Section 2.2 and indicate that the filing is made as a licensee of "Servpro Industries, Inc., a Nevada Corporation, with a principal place of business in Gallatin, Tennessee."

6.4 Defense of the Marks. If OPERATOR learns of any Claim, suit or demand against OPERATOR or the Marks on account of any alleged infringement, unfair competition or similar matter relating to the Marks, or any unauthorized use of the Marks, OPERATOR shall promptly notify FRANCHISOR in writing. FRANCHISOR is not obligated to take any action, but FRANCHISOR may take such action as FRANCHISOR, in its sole discretion, deems necessary or appropriate in connection therewith. FRANCHISOR may condition any such action upon contribution of costs by OPERATOR. FRANCHISOR shall have the sole right to defend, compromise or settle any such Claim at FRANCHISOR'S sole cost and expense, using attorneys of its own choosing. OPERATOR agrees to cooperate fully with FRANCHISOR in connection with the defense of any such Claim and hereby irrevocably appoints FRANCHISOR to defend or settle all of such Claims, demands or suits. Upon obtaining FRANCHISOR's prior written consent, OPERATOR may participate at its own expense in such defense or settlement, but FRANCHISOR's decisions shall be final and binding upon OPERATOR. OPERATOR shall not settle or compromise any such Claim without the prior written consent of FRANCHISOR.

6.5 Confidential Information; Trade Secrets and Know-How. Confidential Information means any and all materials, information, knowledge, know-how and techniques received from or communicated by FRANCHISOR designated or treated as confidential; any and all Manuals, Bulletins, franchise rosters, franchisee lists, operations and training materials and videos, computer software applications and platforms, discussion forum information, e-mail contact lists, price lists and/or any other manuals or materials distributed by FRANCHISOR or its Distributors, affiliates or other franchisees. OPERATOR agrees not to disclose, divulge or use these materials for any purpose other than in performance under this Agreement without FRANCHISOR's prior written consent. OPERATOR and its key employees and, if OPERATOR is a legal entity, each of its Owners and their spouses or domestic partners, officers and directors, covenant and agree that they shall not, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person, persons, partnership, association or corporation any Confidential Information, knowledge or know-how concerning the methods of operation of the Franchise or the System that may be communicated to OPERATOR, or of which OPERATOR may be informed by virtue of this Agreement. Upon request, OPERATOR agrees that it will cause each of its Owners and key employees and their respective spouses and domestic partners to agree to and execute a confidentiality agreement in favor of FRANCHISOR, in a form approved by FRANCHISOR, under which all such persons shall agree to abide by the confidentiality and non-disclosure provisions set forth in this Agreement. OPERATOR agrees to divulge such Confidential Information only to such of OPERATOR's employees as must have access to it in order to operate the Franchise.

6.6 In-Term and Post-Term Covenants. OPERATOR specifically acknowledges that, pursuant to this Agreement, OPERATOR will receive valuable training, trade secrets, proprietary or Confidential Information, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of FRANCHISOR and the System which are beyond the present skills and experience possessed by OPERATOR and OPERATOR's Owners and employees. OPERATOR acknowledges that such training, trade secrets, proprietary or Confidential Information provides OPERATOR a competitive advantage and will be valuable to OPERATOR in the development of the Franchise and, further, that gaining access to such training and information is a primary reason why OPERATOR is entering into this Agreement. In consideration for receipt of such training and information, except as otherwise pre-approved in writing by FRANCHISOR, OPERATOR covenants on behalf of OPERATOR, its Owners and their spouses and domestic partners, and key employees that OPERATOR, its Owners and their spouses and domestic partners and key employees shall **not**, directly or indirectly, through, on behalf of or in conjunction with any person or legal entity, as an agent, employee, principal, partner, director, officer, shareholder or in any other individual or representative capacity, in any legal entity:

(a) Divert or attempt to divert any business or customer of the Franchise to any business other than another Servpro franchise by direct or indirect inducement, or otherwise, or conspire with or encourage others to do so or do or perform, directly or indirectly, or conspire with or encourage others to do so, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; and

(b) Own, maintain, operate, engage or participate in, profit from, either directly or indirectly, or conspire with or encourage others to do so, or have any financial interest in, a business that engages in any business that is the same or similar to the Franchise, or that provides cleaning, deodorization, damage restoration or services that are the same or similar to the Franchise, or is otherwise competitive with the business of FRANCHISOR, other SERVPRO franchisees, DISTRIBUTORS, located:

(1) anywhere during the term of this Agreement;

(2) in the Operating Territory and a twenty-five (25) mile radius of the exterior boundaries thereof, for a continuous, uninterrupted two (2) year period, commencing upon the earlier of: (i) the termination of this Agreement, whether by lapse of time, default in performance or other cause or contingency; or (ii) the time such individual or entity ceases to have any ownership or other beneficial interest in the Franchise or OPERATOR, which period shall be extended by any period of noncompliance with this covenant; in addition to any other rights and remedies that FRANCHISOR may have, if OPERATOR continues to perform any of the services that are the subject of this Agreement in contravention of this Subsection, OPERATOR agrees to pay the fees enumerated in Sections 3.3, 3.4, and 3.5 on the Gross Volume from all work performed in contravention of this Subsection and to fully comply with Article 4; and

(3) provided, however, Subsection 6.6(b) does not apply to OPERATOR's ownership of another franchise or distributorship licenses issued by FRANCHISOR; and provided further, Subsection 6.6(b) does not apply to the ownership of less than a one percent (1%) beneficial interest in the outstanding equity securities of any publicly-held corporation.

6.7 Independent Covenants. Each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in Section 6.6 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a non-appealed final decision to which FRANCHISOR is a party, OPERATOR expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part hereof.

6.8 Defense to Enforcement. OPERATOR agrees that the existence of any Claims that OPERATOR may have against FRANCHISOR, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by FRANCHISOR of the provisions of Section 6.5 or 6.6. OPERATOR agrees to pay all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by FRANCHISOR in connection with the enforcement of Section 6.5 or 6.6.

6.9 Injunctive Relief. OPERATOR understands and acknowledges the difficulty of ascertaining monetary damages and the irreparable harm that could result from OPERATOR's breach of Section 6.5 or 6.6. FRANCHISOR shall, therefore, as a matter of course, receive injunctive relief to enforce Section 6.5 or 6.6 in addition to any other relief to which FRANCHISOR may be entitled at law.

or in equity, and OPERATOR consents to the issuance of an injunction prohibiting any conduct by OPERATOR in violation of Section 6.5 or 6.6. FRANCHISOR shall receive such injunctive relief without the necessity of posting a bond or other security, such bond or security being waived, and OPERATOR agrees to pay court costs and reasonable attorneys' fees incurred by FRANCHISOR to enforce Section 6.5 or 6.6, all provisions of which shall survive termination of this Agreement.

7. COVENANTS OF OPERATOR

7.1 Compliance with the System. OPERATOR agrees to actively operate the Franchise at all times in strict conformity with the methods, standards, specifications, software applications, policies and procedures as FRANCHISOR may periodically prescribe in manuals, training materials, e-learning and videos, bulletins or otherwise in writing and OPERATOR covenants and warrants that OPERATOR will comply with any such requirements of the System. OPERATOR further acknowledges and agrees that FRANCHISOR may periodically change or modify the System in its sole discretion. OPERATOR agrees to accept, use and make such expenditures as such changes or modifications to the System may require, as if such changes were a part of the System at the time of the execution of this Agreement. By way of example and not limitation, throughout the term of this Agreement, OPERATOR agrees to: (a) purchase, lease, install or use, at OPERATOR's expense, only those cleaning products, supplies, products, equipment, methods, job invoice forms, computer programs and office control forms approved in writing by FRANCHISOR prior to their use; (b) use only the authorized trade name of the Franchise, as set forth in Section 2.2, display FRANCHISOR's approved Trade Indicia on all vehicles used in connection with the Franchise and maintain neat and clean, approved uniforms for use by all of OPERATOR's personnel; (c) allow FRANCHISOR, or OPERATOR's assigned Distributor, access electronically, at the Franchise location or any other location duly noticed by FRANCHISOR, to the Franchise and its records for inspection and examination purposes, at any time and subject to reasonable notice, which need not exceed five (5) business days; (d) pay for products, equipment or any other items purchased from FRANCHISOR or from any Distributor in a timely manner in accordance with this Agreement and/or the billing terms specified by FRANCHISOR or Distributor; (e) submit to FRANCHISOR or Distributor all other reports that might be requested from time to time; (f) pay Royalties (or Minimum Royalty Fees if applicable), Advertising Fees, and Fixed Fees (or Minimum Fixed Fees if applicable) in accordance with Article 3; (g) pay all other accounts or other indebtedness owed to FRANCHISOR or its affiliates, when due, whether connected with this Agreement, or any other agreement OPERATOR may have with FRANCHISOR or any of FRANCHISOR's affiliates; (h) pay FRANCHISOR its then-current fee to review and monitor job file documentation and any job referral fees owing; (i) implement the Servpro business model; and (j) staff and equip the Franchise to provide effective market penetration and deliver quality customer service.

7.2 Training. OPERATOR agrees that, in order to operate the Franchise in accordance with FRANCHISOR's standards and the System, it is important that OPERATOR attend and complete such training as FRANCHISOR may periodically require. OPERATOR agrees to, and shall attend and complete, to FRANCHISOR's satisfaction, within the time period required by FRANCHISOR, the initial training program, Business Development Program ("BDP") which shall include, without limitation, Step 1: Prerequisite Progress (preparing your business prior to classroom attendance); Step 2: Prerequisite Consultation (on-site Franchise Business Consultant meeting); Step 3: New Franchise Training Program ("NFTP") (15-day class to include mold training); Step 4: Business Setup (five day, on-site Franchise Business Consultant meetings); and Step 5: Business Consultations (six on-site Franchise Business Consultant meetings) as FRANCHISOR may deem necessary. Steps 1, 2 and 3 of BDP must be completed within ninety (90) days of the Effective Date; Step 4 of BDP must be completed the week following NFTP; and Step 5 of BDP must be completed within six (6) months following NFTP. FRANCHISOR may periodically develop and/or designate new and/or additional programs concerning the various aspects of the operation of the Franchise, and FRANCHISOR may periodically provide training programs related to new or existing services authorized to be performed under this Agreement,

and the products, cleaning products and equipment used therewith, or new services and products. Such programs may be designated as either voluntary or mandatory and information or training and may be provided in person or online, video or text. If OPERATOR chooses to participate in a voluntary program, or if a program is designated as mandatory by FRANCHISOR or its affiliates, OPERATOR agrees to attend all such training at OPERATOR's expense and to pay all applicable training fees. All majority Owners of OPERATOR must personally complete all Franchise financial and operational business reviews, attend the Convention (typically once per year in the summer), attend all area meetings (three times per year, usually once every four months), view Servpro TV episodes and all training programs required by FRANCHISOR from time to time; provided, however, all Owners must attend and participate in the annual financial and operational review. OPERATOR agrees to use and implement the minimum level of access, data and cyber security protocols and controls FRANCHISOR may designate from time to time, including, without limitation, password and access management, antivirus, firewalls, data backup, updates and patches and cyber insurance. OPERATOR agrees to purchase such additional equipment, computer programs and other supplies deemed by FRANCHISOR to be mandatory from time to time.

7.3 Compliance with Laws, Rules, Regulations and Standards. OPERATOR shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchise, including, without limitation, licenses to do business, contractors licenses, fictitious name registration and sales and/or use tax permit. OPERATOR agrees to abide by all state and federal environmental protection and employee safety and health rules and regulations and any other laws applicable to, or imposed upon, the Franchise. OPERATOR shall notify FRANCHISOR in writing within seven (7) days of the commencement of any legal or governmental action filed or brought against OPERATOR. OPERATOR agrees to at all times produce high quality and industry-standard work and to comply with applicable ethical business norms and standards.

7.4 Taxes. OPERATOR shall promptly file and pay all taxes levied or assessed when due, including, without limitation, state and federal employment and unemployment taxes, income taxes, sales and use taxes and all accounts and other indebtedness of every kind incurred by OPERATOR in the conduct of the Franchise. OPERATOR shall pay to FRANCHISOR an amount equal to any sales or use tax, gross receipts tax or similar tax (other than income tax) imposed on FRANCHISOR with respect to any payments to FRANCHISOR.

7.5 Telephone Numbers/Directory Advertising. OPERATOR shall register all telephone and facsimile numbers utilized by OPERATOR in the Franchise with FRANCHISOR. No telephone or facsimile numbers shall be used without FRANCHISOR's prior written consent. OPERATOR shall use only telephone and facsimile numbers with area codes, exchanges and prefixes that are wholly within, or the majority of which are within, the Operating Territory. If a telephone or facsimile exchange or prefix crosses an Operating Territory boundary, OPERATOR shall obtain FRANCHISOR's prior written consent before obtaining the telephone or facsimile number. OPERATOR's business telephone account and listings either in print or on the Internet, shall be made only in the trade name set forth in Section 2.2, and not in OPERATOR's personal name or any other name. OPERATOR acknowledges and agrees that all telephone and facsimile numbers utilized in connection with the Franchise shall be FRANCHISOR's property. OPERATOR shall transfer, relinquish and assign all such listings and advertisements to FRANCHISOR upon the termination or non-renewal of this Agreement. OPERATOR must maintain a telephone listing for the Franchise in the classified sections of the primary telephone directories servicing the Operating Territory, but OPERATOR shall not advertise in any telephone directory unless the regular circulation of the directory covers at least fifty percent (50%) of the geographical area of the Operating Territory, except as may be authorized in writing by FRANCHISOR in its sole discretion. OPERATOR shall obtain FRANCHISOR's prior written approval for all such telephone listings and directory

advertisements. OPERATOR agrees to comply with FRANCHISOR's Territorial Policy, as amended from time to time by FRANCHISOR, in its sole discretion.

7.6 Advertising, Marketing and Promotion. OPERATOR shall submit all advertising and promotional material, whether print, electronic, audio or visual (including Yellow Pages®, website, social media and all other electronic or Internet advertising), prior to use, together with an outline of its proposed use, for FRANCHISOR's written approval. OPERATOR agrees that OPERATOR shall at all times sell, promote and offer for sale to the public, products, supplies and services designated by FRANCHISOR in accordance with the advertising, marketing and quality standards specified by FRANCHISOR. OPERATOR shall not sell, promote or advertise any product or service in any manner not specifically authorized by this Agreement or in writing by FRANCHISOR prior to its sale, promotion, or advertisement.

7.7 Pricing for Services and Products. OPERATOR is free in its discretion to set prices and discounts on the services and products that it may render or sell pursuant to this Agreement in operation of the Franchise, with the exception of National Accounts, Select National Accounts and Commercial National Accounts, where participation is voluntary pursuant to separate agreements. In addition, various insurance companies may restrict prices charged to their insureds.

7.8 Insurance. Before commencing operation of the Franchise, and at all times thereafter during the term of this Agreement, OPERATOR shall, at OPERATOR's expense, keep in force insurance as designated by FRANCHISOR, insuring OPERATOR, FRANCHISOR and persons and entities affiliated with FRANCHISOR, against any liability or expense whatsoever arising out of, occurring upon, or in connection with the Franchise, for personal injury, death and property damage or other losses that may result against them, or any of them, by reason of the ownership, maintenance or operation by OPERATOR of the Franchise. All insurance shall be of the form, coverage and worthiness satisfactory to FRANCHISOR, with policy limits equal to or exceeding FRANCHISOR's then current, minimum policy requirements, which requirements are subject to change by FRANCHISOR upon thirty (30) days' written notice. This insurance shall not be subject to cancellation or any material change, except after thirty (30) days' written notice to FRANCHISOR and shall waive the carrier's rights of subrogation in favor of FRANCHISOR. FRANCHISOR and its affiliates shall be named as additional insureds or additional named insureds under said policy, as designated by FRANCHISOR from time to time. OPERATOR's insurance coverage shall be primary and any other insurance maintained by FRANCHISOR or its affiliates shall be excess and non-contributory to OPERATOR's insurance. A current certificate of insurance reflecting full compliance with the requirements of this Section shall be kept on deposit with FRANCHISOR at all times. FRANCHISOR, at its option, may make any necessary payments to keep such insurance in force if OPERATOR fails to do so, and OPERATOR shall on demand reimburse FRANCHISOR for such payments plus ten percent (10%) interest or processing fee. Nothing contained herein shall be deemed to constitute an undertaking or representation by FRANCHISOR that any such insurance will insure OPERATOR against any or all insurable risks of loss that may, or can, arise out of or in connection with the operation of the Franchise. FRANCHISOR reserves the right to require OPERATOR to purchase tail insurance coverage in the types and amounts designated from time to time by FRANCHISOR for up to two (2) years following the Transfer, non-renewal, expiration or termination of this Agreement.

7.9 Customer Service. OPERATOR shall hold itself solely responsible for the quality and results of the services performed under this Agreement, maintaining a continuing responsibility with respect to such services beyond the termination of this Agreement. In order to assure that the reputation of FRANCHISOR, the Marks and other franchisees is maintained and to ensure that OPERATOR uses the System to maintain high standards of quality and service in compliance with this Agreement, FRANCHISOR may contact OPERATOR's customers concerning the quality of services, the level of

customer satisfaction, or other aspects of OPERATOR's business FRANCHISOR determines to be relevant. OPERATOR agrees to make every effort to satisfy any customer complaint brought to OPERATOR's attention by any customer or as requested by FRANCHISOR. OPERATOR agrees to follow SERVPRO's Quality Assurance Program for any complaint brought to FRANCHISOR's attention.

OPERATOR agrees its telephone will be answered 24 hours per day as follows: (i) by an employee in its primary place of business between the hours of 8:00 a.m. to 5:00 p.m.; and (ii) OPERATOR may hire an answering service after hours.

7.10 Developments. All information, data, including, without limitation, customers and contacts, techniques and know-how developed or assembled or compiled by OPERATOR or OPERATOR's employees or agents during the term of this Agreement shall be owned by FRANCHISOR and shall constitute a part of the Confidential Information. If OPERATOR develops any new concept, process or improvement in the operation or promotion of the Franchise or the System (the "Developments"), OPERATOR agrees to promptly notify FRANCHISOR and provide FRANCHISOR with all necessary information concerning the same, without compensation. OPERATOR acknowledges and agrees that any and all right, title and ownership interest (including, without limitation, copyright, trademark and patent rights and all extensions and renewals thereof) now known or hereafter derived in all media and form whatsoever in perpetuity in all languages in and to all Developments (including, without limitation, all computer programs, any source code, object code, enhancements and modifications and all files) shall vest in FRANCHISOR, and FRANCHISOR shall be the exclusive owner. OPERATOR agrees and intends that, to the maximum extent allowed by law, all copyrightable Developments shall be deemed to be "works made for hire" under relevant copyright laws; provided, however, to the extent Developments may not be considered a "work made for hire," and as to any patent rights, OPERATOR assigns to FRANCHISOR all rights, titles and interests in and to any such Developments, including, without limitation, rights to copyrights in all copyrightable materials and in and to all patent applications and patents that may be issued thereon. If any Developments include items previously developed or copyrighted by OPERATOR, OPERATOR hereby grants to FRANCHISOR an unrestricted, royalty-free, perpetual, irrevocable license to make, have made, copy, use, modify, distribute, prepare derivative works, perform, display, disclose and sublicense such Developments for any lawful purpose. OPERATOR agrees to take any actions that might be reasonably requested by FRANCHISOR to effectuate or evidence such ownership by FRANCHISOR or such an assignment. FRANCHISOR may utilize or disclose such information without restriction and without payment or compensation to OPERATOR, including other Servpro franchisees, as FRANCHISOR determines in its sole discretion.

7.11 Manager. If OPERATOR is an individual or individuals, the Franchise is licensed in reliance on the individual(s)' business skills, financial capacity and personal character. If OPERATOR is a business entity, the Franchise is licensed in reliance on the business skills, financial capacity and personal character of the principals and Owners. The Operating Principal(s) must directly perform or directly supervise the operation of the Franchise. All majority Owners of the Franchise must personally complete all training designated as mandatory and must personally complete all Franchise business reviews, attend the Convention (typically once per year in the summer), Servpro TV episodes, attend all area meetings (three times per year, usually once every four months) and all training programs required by FRANCHISOR from time to time. An employee may not attend training or perform these duties in the place of the Operating Principal or Owners. Any employee attending training must sign a written agreement to maintain the confidentiality of the Confidential Information set forth in Section 6.5 and to conform to the covenants not to compete set forth in Section 6.6. These agreements must be in a form satisfactory to FRANCHISOR and must provide that FRANCHISOR is a third party beneficiary of, and has the independent right but not the obligation to enforce, the covenants. OPERATOR agrees to provide FRANCHISOR with requested information about the person or persons proposed to help manage the

business and a copy of an employment agreement that contains provisions prohibiting competition with FRANCHISOR after termination of the employment and prohibiting any use of the Marks or Confidential Information. FRANCHISOR may require any employee to sign an agreement with FRANCHISOR containing such provisions. OPERATOR agrees to pay FRANCHISOR's then current training fee and any employee's expenses of attending training.

7.12 Background Checks. OPERATOR agrees to conduct background checks on all Owners and employees annually, unless OPERATOR has reason to suspect that any Owner or employee may have been convicted of, or pled guilty to, a felony involving dishonesty or breach of trust, theft or any type of violence against a person, in which case a background check must be conducted immediately. OPERATOR agrees to inform FRANCHISOR immediately if any Owner is convicted of or pleads guilty to any such crimes, which is a default without opportunity to cure under Section 10.4(c). OPERATOR agrees not to employ anyone with a conviction for or has pled guilty to a felony involving dishonesty or breach of trust, theft, or any type of violence against a person. The provisions of this Section 7.12 are all subject to applicable law.

7.13 Certification Training. All designated employees of OPERATOR must complete training programs and obtain certifications as may be designated by FRANCHISOR from time to time, which may be provided by FRANCHISOR or a third party.

8. COVENANTS OF FRANCHISOR

8.1 Manuals. FRANCHISOR agrees to make available to OPERATOR one copy of each of the manuals and other writings concerning the operation and management of the Franchise (the "Manuals"), in print and/or electronic form, which will be loaned and made available to OPERATOR for the term of this Agreement. The Manuals shall remain confidential and shall remain FRANCHISOR's property. FRANCHISOR has the right to periodically modify the Manuals as FRANCHISOR deems necessary or appropriate, in its sole discretion, and OPERATOR agrees to comply with each new or changed standard, which may be communicated to OPERATOR through bulletins or other writings. OPERATOR shall not copy, duplicate, record or otherwise reproduce the Manuals in whole or in part, or otherwise make the Manuals available to any unauthorized person. OPERATOR shall at all times ensure that the Manuals are kept current and up to date. In the event of any dispute as to the content of a Manual, the terms of the master copy of the Manual maintained by FRANCHISOR at FRANCHISOR's home office shall be controlling.

8.2 Training and Training Allowance. FRANCHISOR agrees to make available an initial training program, as described above in Section 7.2, currently consisting of the BDP, with the NFTP for new franchisees to include training in the six key result areas: office and technology, financial management, human resources, marketing, production and executive management. FRANCHISOR may make available additional training on subjects applicable to this Agreement (excluding initial franchise training) in a manner that FRANCHISOR, at its sole discretion, determines is reasonable. FRANCHISOR may arrange for, or refer OPERATOR to, an outside training service for certain specialized training, or charge a fee to defray costs of specialized training, and OPERATOR must pay all costs of transportation, food and lodging and credentialing. For all new Franchises and Franchises transferred in compliance with all applicable conditions of resale set forth in Article 5 of this Agreement, FRANCHISOR shall provide an allowance to help pay the costs of transportation, food and lodging for the initial training or to provide transportation, food and lodging, provided that OPERATOR (or the buyer of OPERATOR), attends the next available initial training held after execution of this Agreement. The training allowance is for one Franchise Owner unless more than one person is named as OPERATOR or Owner under this Agreement or there is more than one Owner, in which case, the allowance will be used

for two (2) Owners. FRANCHISOR agrees to provide the same training for additional persons at the then-current costs.

8.3 Convention Allowance. OPERATOR's attendance at the SERVPRO annual convention (the "Convention") is important. For this reason, FRANCHISOR will compensate OPERATOR each year for attendance at each Convention, as follows:

(a) Each year, on a monthly basis, FRANCHISOR will compute and accrue a sum equal to ten percent (10%) of the Royalties (not including Fixed Fees or Advertising Fees) paid by OPERATOR based on operation of the Franchise (the "Convention Allowance"); provided, however, if OPERATOR fails to complete Steps 1, 2 and 3 of the BDP within ninety (90) days after the Effective Date, no Convention Allowance shall accrue until such time as OPERATOR completes the Steps 1, 2 and 3; and further provided, that, in addition to FRANCHISOR's rights and remedies for OPERATOR's breach of this Agreement, the Convention Allowance will not accrue to OPERATOR's account for any month in which OPERATOR is not in full compliance with Articles 3 and 4 and Sections 7.1 and 7.8.

(b) The accrued Convention Allowance will be paid to OPERATOR at the next Convention if OPERATOR attends all days of the Convention; provided, however, FRANCHISOR may deduct the then-current registration fee from the Convention Allowance. If OPERATOR does not attend the entire Convention, FRANCHISOR is not obligated to pay OPERATOR the accrued Convention Allowance, which will be forfeited, and FRANCHISOR will start a new accrual computation for the next year. In the event of a sale or transfer of the Franchise, any accrued Convention Allowance belongs to the buyer or transferee if the buyer or transferee attends the entire Convention.

8.4 On-Going Support. FRANCHISOR agrees to upgrade, improve and make available equipment, cleaning products, literature, Manuals, and software applications and platforms, as necessary and advisable for the benefit of the System, as determined by FRANCHISOR in its sole discretion. If OPERATOR utilizes any software applications or platforms purchased from FRANCHISOR, there may be additional charges. FRANCHISOR welcomes suggestions from franchisees. Each idea or Development by OPERATOR will be given consideration. If found to be beneficial to the System, it will be made available to all SERVPRO franchisees and be made a part of the System, and all rights thereto are hereby irrevocably assigned to FRANCHISOR for no further consideration than the rights granted herein.

8.5 National Marketing and Advertising Fund. FRANCHISOR shall periodically develop promotional programs and sales campaigns to aid OPERATOR in selling and performing services in accordance with the System. In particular, FRANCHISOR shall maintain and administer the National Marketing and Advertising Fund, as follows:

(a) The National Marketing and Advertising Fund may be used to pay any and all costs and expenses related to advertising or solicitation, marketing, promoting, sales of services, preparing and producing video and audio, preparing printed or electronic advertising materials, administering advertising programs, including electronic, direct mail, point of sale or other media advertising, employing advertising agencies and supporting public relations, market research and other marketing, promotional and advertising activities that FRANCHISOR deems, in its sole discretion, beneficial to the System (collectively, "Marketing") and the services provided by the franchisees, including: (i) Marketing; (ii) generating business for franchisees; (iii) developing and administering Marketing programs and initiatives; (iv) administration of the National Marketing and Advertising Fund; and (vi) FRANCHISOR's National Accounts Core Marketing Program and

department, for the benefit of franchisees and the System. The Advertising Fees contributed to the National Marketing and Advertising Fund must be expended, prior to termination of this Fund, only for the purposes authorized by this Section.

(b) FRANCHISOR shall direct all Marketing financed by the National Marketing and Advertising Fund, and all uses and expenditures of and from the National Marketing and Advertising Fund are subject to FRANCHISOR's sole discretion. FRANCHISOR retains sole discretion over, without limitation, the choice of advertising media, advertising agency, spokesperson, creative concepts, materials, geographic placement, media placement and market allocation. Although FRANCHISOR intends for the National Marketing and Advertising Fund to develop and place Marketing materials and programs that will generally benefit all franchisees, FRANCHISOR is not obligated to make expenditures on behalf of, or for the benefit of, OPERATOR that are equivalent or proportionate to OPERATOR's contributions to the National Marketing and Advertising Fund or to ensure that any particular geographic area benefits directly or pro rata from the National Marketing and Advertising Fund expenditures. FRANCHISOR will exercise its business judgment in deciding when and how the funds are spent, taking into account input from franchisees, an advertising agency and the National Marketing and Advertising Advisory Board.

(c) In any fiscal year, FRANCHISOR may spend an amount greater or less than the aggregate Advertising Fees contributed to the National Marketing and Advertising Fund for that year and the National Marketing and Advertising Fund may borrow from FRANCHISOR or other lenders to cover deficits of the National Marketing and Advertising Fund or cause the National Marketing and Advertising Fund to invest any surplus for future use by the National Marketing and Advertising Fund. All interest earned on monies contributed to, or held in, the National Marketing and Advertising Fund will be remitted to the National Marketing and Advertising Fund and will be subject to the provisions of this Section. In paying expenditures, the National Marketing and Advertising Fund will spend, first, any earnings on assets held by the National Marketing and Advertising Fund; second, any contributions made by franchisees; and, finally, any contributions made by FRANCHISOR. All taxes, including, without limitation, gross receipts, income, value added and sales and use taxes incurred in connection with or related to the Marketing and Advertising Fund, its activities, contributions to the National Marketing and Advertising Fund or otherwise, whether imposed on FRANCHISOR, the National Marketing and Advertising Fund, or otherwise, will be paid out of, and be the sole responsibility of, the National Marketing and Advertising Fund.

(d) FRANCHISOR has the right, but not the obligation, to cause the National Marketing and Advertising Fund to be incorporated or operated through an entity separate from FRANCHISOR at such time, if any, as FRANCHISOR deems appropriate, and any such successor entity shall have all rights and duties of FRANCHISOR under this Section.

(e) The National Marketing and Advertising Fund shall be accounted for separately from the other funds of FRANCHISOR. As soon as reasonably practicable following the end of each calendar year, FRANCHISOR will prepare, or cause to be prepared, a statement of the monies collected and costs incurred by the National Marketing and Advertising Fund. Such statement shall be furnished to OPERATOR upon written request.

(f) Although FRANCHISOR is not required to make contributions to the National Marketing and Advertising Fund under any circumstances, FRANCHISOR may do so, whether in the form of services, goods, cash or otherwise. FRANCHISOR'S contributions will be used, prior

to the termination of the National Marketing and Advertising Fund, only for the purposes authorized by this Section.

(g) FRANCHISOR may arrange for the provision of marketing, accounting, legal and consultative goods and services related to the purposes of and administration of the National Marketing and Advertising Fund, with the related costs and expenses to be paid by the National Marketing and Advertising Fund, including when such goods or services are provided by third parties or by FRANCHISOR, its affiliates, employees, owners or agents, or by other persons or entities under ownership or control common to FRANCHISOR.

(h) Funds in the National Marketing and Advertising Fund may be used by FRANCHISOR to pay all costs and expenses associated with FRANCHISOR's operation of the National Accounts Core Marketing Program and department, including, without limitation, salaries, compensation and benefits of department staff, travel, lodging and related expenses, supplies, equipment, overhead and related marketing expenses for national accounts sales efforts. Funds in the National Marketing and Advertising Fund may also be used by FRANCHISOR to pay for the compensation and benefits of one or more of FRANCHISOR's employees whose responsibilities include administration of the fund.

(i) FRANCHISOR may waive and compromise Claims for, contributions to, and Claims against or with respect to, the National Marketing and Advertising Fund, using the National Marketing and Advertising Fund to pay any such Claims, subject always to the business judgment of FRANCHISOR. FRANCHISOR will have complete discretion as to whether or not legal or other action is taken against any franchisee who is in default of obligations with respect to the National Marketing and Advertising Fund, including obligations to pay Advertising Fees, or otherwise, provided that the National Marketing and Advertising Fund will not be charged any legal expense that is unrelated to the activities and purposes of the National Marketing and Advertising Fund.

(j) Except as provided in this Section, no funds held in the National Marketing and Advertising Fund will revert to either FRANCHISOR or OPERATOR under any circumstances. All funds contained in the National Marketing and Advertising Fund shall be expended as authorized by this Section, prior to the termination of the National Marketing and Advertising Fund. In the event that FRANCHISOR collects past due monies from franchisees or former franchisees, FRANCHISOR will apply these amounts to other indebtedness first and to the National Marketing and Advertising Fund last.

(k) Except as expressly provided in this Section, FRANCHISOR assumes no direct, indirect or implied duty, liability or obligation to OPERATOR with respect to the maintenance, direction, use or administration of the National Marketing and Advertising Fund or the Advertising Fees. FRANCHISOR has no fiduciary duty with respect to the uses and administration of the National Marketing and Advertising Funds or the Advertising Fees.

9. INDEPENDENT CONTRACTOR; INDEMNIFICATION

9.1 Independent Contractor. It is understood and agreed that this Agreement and the parties' course of dealing does not, and will not, create a fiduciary or employment relationship, and at all times under this Agreement, OPERATOR will act as, and shall be, an independent contractor. OPERATOR further agrees that OPERATOR will not at any time, directly or indirectly, act as or hold itself out as an agent, servant, employee, subsidiary, joint venturer or partner of FRANCHISOR, or make any commitment, or incur any liability on behalf of FRANCHISOR without FRANCHISOR's prior written

consent. FRANCHISOR shall neither assume liability for, be deemed liable hereunder, as a result of any such action by OPERATOR, nor be liable by reason of any act or omission by OPERATOR in its conduct of the Franchise. All employees of OPERATOR are hired by, employed by and under the sole supervision and control of OPERATOR. OPERATOR's employees are not employed by, agents of or under the supervision or control of FRANCHISOR in any manner whatsoever. It is expressly understood and agreed that any personnel policies or procedures, forms, guidance or other employment related materials or information offered by FRANCHISOR is provided solely for OPERATOR's convenience and general information. OPERATOR's use of such information is completely optional and should not be construed as any intent or right to control OPERATOR's operations, personnel decisions or relationship with its employees. OPERATOR is expressly advised to consult its own independent counsel for labor and employment advice.

9.2 Indemnification. For the purposes of this Agreement, "Claims" means all losses, fines, suits, proceedings, claims, demands, debts, obligations, liabilities, judgments, damages and actions of any kind or nature, as well as attorneys' fees, costs of investigation and discovery, settlement costs, lost profits, charges, expenses and taxes arising out of, relating to or in any way connected with the foregoing. OPERATOR shall be solely and completely responsible for any and all Claims arising out of, relating to or in any way connected with the operation of the Franchise whether conducted by OPERATOR or OPERATOR's Owners, employees, agents, sub-contractors, representatives or any other person or entity affiliated or connected with OPERATOR. In addition, OPERATOR agrees to indemnify, defend and hold harmless FRANCHISOR, FRANCHISOR's officers, directors, employees, agents and shareholders, and all persons and entities affiliated with FRANCHISOR (the "Indemnitees"), at OPERATOR's sole expense, for all Claims arising out of, relating to or in any way connected with (a) the operation of the Franchise, (b) OPERATOR's acts or omissions, and those of OPERATOR's Owners, employees, agents, sub-contractors, representatives or any other person or entity affiliated or connected with OPERATOR, (c) the breach by OPERATOR of any provision of this Agreement, and (d) any and all relations with OPERATOR's customers, vendors and insurance company referrals and their insureds. If a Claim is made against any Indemnatee hereunder, even if the Claim contains allegations of any Indemnatee's independent acts, including, without limitation, training, Manuals, inadequate franchisee supervision, improper franchisee selection, or any other allegation, the duty to defend hereunder shall apply to the entire Claim, including those Claims brought against an Indemnatee, either in whole or in part. Any insurance carried by any Indemnatee shall be excess and non-contributory to this indemnification obligation, including, without limitation, this duty to defend. The Indemnitees have the right to defend and/or settle any such Claim in such manner as they deem appropriate, in their sole discretion, and without the consent of OPERATOR. OPERATOR shall also reimburse each Indemnatee for all costs incurred in investigating and defending any such Claim, including, without limitation, attorneys' fees and court costs. This indemnity and all of OPERATOR's obligations and duties under this Section shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

10. DEFAULT AND TERMINATION

10.1 Termination by Mutual Agreement. FRANCHISOR and OPERATOR may agree in writing to terminate this Agreement at any time on such terms and conditions as FRANCHISOR and OPERATOR may mutually agree.

10.2 Voluntary Termination by OPERATOR. This Agreement may be terminated by OPERATOR at any time by the sale of the Franchise in accordance with Article 5 or upon giving FRANCHISOR at least one hundred twenty (120) days' prior written notice of OPERATOR's intent to terminate. This notice will be accepted by FRANCHISOR if, prior to termination: (i) OPERATOR's monetary and other obligations are fully satisfied; (ii) all reports are properly filed; (iii) OPERATOR

executes a general release, in a form satisfactory to FRANCHISOR, of any and all Claims against FRANCHISOR and its officers, directors, employees, shareholders and agents and any other person and entity affiliated with FRANCHISOR, in their corporate and individual capacities, and those Claims against Distributors; (iv) OPERATOR cooperates with FRANCHISOR and completes an audit as designated by FRANCHISOR, which may include an examination as set forth in Section 4.3; and (v) OPERATOR signs an agreement affirming that the confidentiality obligations in Section 6.5, the post-termination obligations in Article 11, and the Covenant Not To Compete in Section 6.6 survive as to OPERATOR.

10.3 Default Without Notice or Opportunity to Cure. It is agreed that in no event shall this Agreement, or any right or interest thereunder, be deemed an asset in any insolvency, receivership, bankruptcy, composition, liquidation or reorganization proceeding. OPERATOR shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to OPERATOR, if (a) OPERATOR becomes insolvent or makes a general assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by OPERATOR or such a petition is filed against and not opposed by OPERATOR; (c) OPERATOR is adjudicated bankrupt or insolvent; (d) a bill in equity or other proceeding for the appointment of a receiver of OPERATOR or other custodian for OPERATOR's business or assets is filed and consented to by OPERATOR; (e) a receiver or other custodian (permanent or temporary) of the Franchise, OPERATOR's assets, or property, or any part thereof, is appointed by any court of competent jurisdiction; (f) proceedings for a composition with creditors under any state or federal law should be instituted by or against OPERATOR; (g) OPERATOR is dissolved; (h) OPERATOR admits its inability to pay its debts as they come due; (i) a final judgment remains unsatisfied or of record for 30 days or longer (unless a supersedeas bond is filed); (j) execution is levied against OPERATOR's Franchise or its property; (k) suit to foreclose any lien against OPERATOR's equipment is instituted against OPERATOR and not dismissed within thirty (30) days; or (l) the real or personal property of the Franchise shall be sold after levy thereupon by any sheriff, marshal or constable.

10.4 Default With Notice; Without Opportunity to Cure. OPERATOR shall be deemed to be in default of this Agreement, and FRANCHISOR may, at its option, terminate this Agreement and all rights hereunder, without affording OPERATOR any opportunity to cure the default, effective immediately upon notice to OPERATOR, as applicable, if OPERATOR or any Owner of OPERATOR:

(a) ceases to continuously and actively operate the Franchise, or otherwise forfeits the right to do or transact business in the jurisdiction where the Franchise is located for five (5) consecutive days, unless caused by an act of God, Force Majeure Event (as defined in Section 13.20) or other circumstances beyond OPERATOR's control, as determined by FRANCHISOR; the business telephone number is disconnected at any time, and no new number is installed or reconnected within twenty-four (24) hours; OPERATOR assigns the operation of the Franchise to another person or entity without FRANCHISOR's prior written consent; or OPERATOR'S conduct is determined by FRANCHISOR to constitute an abandonment of the Franchise;

(b) has made any material misrepresentation or misstatement relating to the acquisition of the Franchise, or with respect to the ownership of OPERATOR; knowingly maintains false books or records; or submits any false reports to FRANCHISOR, including, without limitation, the falsification of any Royalty report forms or invoice copies;

(c) is convicted of or pleads guilty to a felony involving dishonesty or breach of trust, a fraud, any type of assault, a crime involving moral turpitude or any other crime or offense that FRANCHISOR believes is likely to have an adverse effect upon the System, the Marks, the goodwill associated therewith, or FRANCHISOR's interest therein, or otherwise engages in

conduct that reflects materially and unfavorably upon OPERATOR and the reputation of the System;

(d) conducts or operates the Franchise in a manner presenting a threat or danger to public health or safety;

(e) discloses or divulges the contents of the Manuals, or other Confidential Information provided to OPERATOR by FRANCHISOR contrary to the terms of Section 6.5 or otherwise fails to comply with any of the terms, covenants or conditions in Section 6.5 or 6.6;

(f) fails to acquire, or to continuously maintain the required minimum levels of insurance, fails to have FRANCHISOR named as an additional insured, or fails to provide a current certificate of insurance to FRANCHISOR as required by Section 7.8 hereof;

(g) after curing any default or noncompliance in accordance with Section 10.5, engages in the same default or noncompliance, whether or not such default or noncompliance is corrected after notice;

(h) is provided notice of default under this Agreement for failure to comply with any of the requirements imposed by this Agreement three (3) times in any twelve (12) month period, whether or not cured after notice; or

(i) purports to sell, assign, transfer, convey, rent, give away, lease, pledge, exchange, mortgage or otherwise encumber the Franchise or any rights or obligations under this Agreement or any interest in OPERATOR without FRANCHISOR's prior written consent as set forth in Article 5.

10.5 Default With Notice and Opportunity to Cure. Except as set forth in Sections 10.3 and 10.4, OPERATOR shall have thirty (30) days after FRANCHISOR gives written notice of default under this Agreement within which to remedy the default and provide satisfactory written evidence of cure thereof to FRANCHISOR. FRANCHISOR may disallow for any month in which OPERATOR is in default the Convention Allowance credited to OPERATOR pursuant to Section 8.3. If OPERATOR fails to immediately initiate a remedy to cure such default and cure to FRANCHISOR's satisfaction within the thirty (30) day period (or within such longer period as FRANCHISOR may, at its sole option, grant or such longer period as applicable law may require), FRANCHISOR may thereafter terminate this Agreement effective immediately upon notice to OPERATOR. Such defaults shall include, without limitation, OPERATOR:

(a) fails to pay Royalties, Fixed Fees, Advertising Fees, other fees, accounts or any other indebtedness to FRANCHISOR or its affiliates when due, whether under this Agreement, the Territorial Policy or any other agreement with FRANCHISOR, or fails to submit the reports or other information required by FRANCHISOR when due under this Agreement, Territorial Policy or other procedures of FRANCHISOR;

(b) violates and fails to cure or consistently violates any health or safety law, ordinance or regulation;

(c) fails to comply with FRANCHISOR's current standards, specifications or procedures for promoting, offering for sale, and providing products, supplies and services to the public as required by this Agreement;

(d) fails, refuses or neglects to obtain FRANCHISOR's prior written approval or consent as required by this Agreement;

(e) misuses or makes any unauthorized use of the advertising, the Marks or any other identifying characteristics of the System, or otherwise impairs, damages or lessens the value of the goodwill associated with the Marks or FRANCHISOR's rights therein;

(f) refuses to permit FRANCHISOR to examine the books and records of OPERATOR pursuant to Section 4.3 or otherwise denies FRANCHISOR or its Distributors access to the Franchise and its location for inspection or examination;

(g) fails to keep all telephone numbers used in connection with the Franchise registered with FRANCHISOR in accordance with Section 7.5;

(h) sells unauthorized products and services, or uses unauthorized products, cleaning products or equipment in the conduct of the Franchise; or

(i) fails to otherwise perform or comply with any other term, condition, representation, requirement or commitment under this Agreement, the System and the Franchise, as each may periodically be supplemented or modified by the Manuals or other policies or procedures of FRANCHISOR.

11. OPERATOR'S OBLIGATIONS UPON TERMINATION, EXPIRATION OR NON-RENEWAL; FRANCHISOR'S OPTION TO PURCHASE

11.1 OPERATOR's Obligations Upon Termination, Expiration or Non-Renewal. This Agreement may be terminated prior to the expiration of its term, as set forth in Article 10. Upon termination, expiration or non-renewal of this Agreement for any reason, whether by reason of lapse of time, default in performance or other cause or contingency, all rights granted under this Agreement shall terminate, and OPERATOR shall:

(a) Immediately and permanently remove or change, or cause to be removed or changed, all signage, regardless of location, as FRANCHISOR shall reasonably direct, so as to eliminate FRANCHISOR's identification and to effectively distinguish the Franchise from its former appearance and from any other SERVPRO franchise in the System, including, without limitation, the repainting of all vehicles and equipment;

(b) Immediately erase or obliterate the word "SERVPRO®" and any other trademarks, trade dress, service marks, trade names, Marks owned or licensed from FRANCHISOR, and all words indicating that OPERATOR is still, or was, a SERVPRO franchisee from letterheads, stationery, order forms, packaging or any other items used by OPERATOR, and otherwise completely discontinue all use of the Marks and permanently discontinue all advertising, marketing and promotions as a SERVPRO franchisee;

(c) Promptly assign and transfer to FRANCHISOR each and every telephone number, directory listing, advertising or website and URL domain name used in connection with the Franchise and sign all documents required by the telephone company or service provider to affect such a transfer and to discontinue all social media usage and electronic and other advertising associated with FRANCHISOR. OPERATOR agrees to pay any indebtedness that any service provider may require to be paid as a condition of transferring the telephone number, directory listing, advertising or website;

(d) Immediately and permanently cease to use, in any manner whatsoever, all Confidential Information, including, without limitation, all confidential and proprietary methods, procedures and techniques associated with the Franchise, and return to FRANCHISOR the complete set of Manuals, and all other manuals, bulletins, all computer software applications, advertising materials, report forms, customer lists, customer files and other materials of a confidential or proprietary nature developed or adopted by FRANCHISOR for use in the System or bearing any of the Proprietary Marks;

(e) Abide by all post-termination provisions of this Agreement, including, without limitation, those in Article 6 and refrain from doing anything, whether specified herein or not, that would directly or indirectly indicate that OPERATOR was a present or former SERVPRO franchisee;

(f) Promptly pay all sums owed to FRANCHISOR and any of its affiliates, Distributors and cooperate to complete an audit of OPERATOR's business as designated by FRANCHISOR, which may include an examination as set forth in Section 4.3. In the event of termination for any default of OPERATOR, such sums will include all damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by FRANCHISOR as a result of the default, which obligation will give rise to and remain, until paid in full, a lien in favor of FRANCHISOR against any and all of the personal property, furnishings, equipment, vehicles, signs, fixtures and inventory owned by OPERATOR relating to this Agreement at the time of default;

(g) Pay to FRANCHISOR all damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by FRANCHISOR subsequent to the termination of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement;

(h) If OPERATOR has filed the "SERVPRO®" trade name with any governmental agency, OPERATOR agrees to immediately give written notice to such agency to cancel the filing and take such action as may be necessary to cancel any assumed name or corporate or partnership registration that contains the Marks, the word SERVPRO® or any other service mark, trade name or trademark of FRANCHISOR and furnish FRANCHISOR with written evidence satisfactory to FRANCHISOR of compliance with this obligation within five (5) days after termination;

(i) Promptly return to FRANCHISOR any collateral subject to a security agreement including, without limitation, equipment and vehicles, at OPERATOR's expense;

(j) Disable, terminate or assign to FRANCHISOR, OPERATOR's XactNet® address assigned for Xactimate and Xactanalysis use, at FRANCHISOR's sole election;

(k) Deliver to FRANCHISOR all customer data and data containing all of OPERATOR's marketing contacts.

11.2 Rights and Remedies Cumulative. All rights and remedies of FRANCHISOR herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law, and these rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion arises. Termination, expiration, non-renewal or transfer of this Agreement shall not extinguish any existing indebtedness owed to FRANCHISOR or any of FRANCHISOR's affiliates unless FRANCHISOR otherwise agrees in writing. Upon termination, expiration or non-renewal of this

Agreement for any reason, OPERATOR shall not receive any payment or adjustment whatsoever for any customers or goodwill that OPERATOR may have established during the operation of the Franchise and such rights revert to FRANCHISOR.

12. MEDIATION

12.1. Agreement to Use Procedure. A controversy or Claim between Operator Parties and Franchisor Parties arising out of, relating to or in any manner connected with this Agreement, the breach thereof or the transaction embodied therein or any other agreement between Operator Parties and Franchisor Parties, the relationship with Operator Parties on the one hand and Franchisor Parties on the other is defined as a "Dispute." If any Dispute arises, the parties agree to utilize the procedures set forth herein before commencing any arbitral or legal action. If a party fails to utilize these procedures prior to commencement of any arbitral or legal action, the other party shall be entitled to at least a sixty (60) day abatement of the legal action upon filing the appropriate procedural request in the proceeding to compel mediation by bringing this provision to the attention of the arbitrator, court or other legal authority having jurisdiction over the matter.

12.2. Initiation of Procedure. The initiating party shall give written notice to the other party, describing the nature of the Dispute, its claim for relief and identifying one or more individuals with authority to resolve the Dispute on such party's behalf. The other party shall have ten (10) business days within which to designate in writing one or more individuals with authority to resolve the Dispute on such party's behalf (the "Authorized Individuals").

12.3. Direct Negotiations. Authorized Individuals shall be entitled to investigation of the Dispute as they deem appropriate, but agree to meet promptly, and in no event later than thirty (30) days from the date of the initiating party's written notice, to engage in direct negotiations to seek resolution of the Dispute. Authorized Individuals shall meet and/or confer for such purpose in person or by telephone at such times, places and with such frequency as they may agree. If the Dispute has not been resolved within thirty (30) days from the date of their initial meeting, the parties shall cease direct negotiations and submit the Dispute to mediation in accordance with the following procedure.

12.4. Selection of Location for Mediation. Within fifteen (15) business days after the parties cease direct negotiations, the parties shall make a good faith effort to select a mutually convenient location for a mediation. If the parties cannot agree, the mediation shall be held in Nashville, Tennessee.

12.5. Selection of a Mediator. Within fifteen (15) business days after the parties select a location for mediation, the parties shall make a good faith effort to select a person to mediate the Dispute. If no mediator has been selected under this procedure, each party shall supply a list of five (5) potential qualified attorney-mediators within ten (10) business days to the other party. Within ten (10) business days after receipt of the list, the parties shall rank the proposed mediators in numerical order of preference, simultaneously exchange such lists, and select the individual receiving the highest combined ranking as the mediator. If such individual is not available to serve, the parties shall proceed to contact the individual who was the next highest in ranking until a mediator is selected.

12.6. Exchange of Information; Summary of Views. The parties and the mediator shall determine a convenient date for the mediation. Both parties shall attempt in good faith to agree on procedures for the expeditious exchange of information in the possession of another party which is desired to prepare for the mediation. Each party will deliver a concise summary of its position on the Dispute to the mediator and the other party(ies) as well as summaries of relevant documentary and electronic evidence and summaries of planned witness testimonies at least seven (7) days before the first scheduled session of the mediation.

12.7 Conduct of Mediation. The mediator shall determine the format for the meeting, and the mediation session shall be private. The mediator will keep confidential all information learned in private caucus with any party unless specifically authorized by such party to make disclosure of the information to the other party. The parties agree that the mediation shall be governed by such rules as the mediator shall prescribe, consistent with Tennessee law. If the mediator does not prescribe rules, the mediation shall be governed by the relevant provisions of Tennessee law.

12.8 Termination of Procedure. Both parties agree to participate in the mediation to its conclusion. The mediation shall be concluded by either: (1) the execution of a settlement agreement by the parties; (2) a declaration of the mediator that mediation is concluded or at an impasse; or (3) a written declaration by the parties to the effect that the mediation process is concluded at the end of one (1) full day of mediation sessions.

12.9 Fees; Disqualification; Confidentiality. The fees and expenses of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to the Dispute and any related matters. Mediation is a compromise negotiation for purposes of Federal and State Rules of Evidence and constitutes privileged communication under Tennessee law. The entire mediation process is confidential, and such conduct, statements, promises, offers, views and opinions shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence that is otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the mediation.

12.10 Exception. This Article does not apply to, and the definition of "Disputes" in Section 12.1 does not include Disputed Claims Subject to Court Action in Section 14.13.

13. ADMINISTRATIVE PROVISIONS

13.1 Amendments. Except as otherwise expressly provided herein, this Agreement shall not be modified or amended, except by written agreement executed by all parties; provided, however, only the President of FRANCHISOR may sign and affect such a modification or amendment. This Agreement cannot be changed, modified or terminated orally.

13.2 Pronouns. When used in this Agreement, references to the singular shall include the plural and references to gender shall include both, as the context may require.

13.3 Captions. The captions and headings throughout this Agreement are for convenience only. They are not part of this Agreement and shall not be used in construing it.

13.4 Severability. If any provision of this Agreement, or its application to any person or circumstance is deemed invalid or unenforceable, all other provisions of this Agreement, or the application of such provisions to other persons or circumstances, shall remain in full force and effect, and not be affected thereby, and in lieu of such invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision that is valid, enforceable and as similar in terms to such invalid or unenforceable provision as may be possible or, if not possible, any such invalid or unenforceable provisions will be severed from this Agreement.

13.5 Binding Effect; Joint and Several; No Third-Party Beneficiaries. This Agreement and the covenants, restrictions and limitations contained herein, shall bind and inure to the benefit of FRANCHISOR and its successors and assigns and shall be personally binding and inure to the benefit of OPERATOR (including the persons executing this Agreement if OPERATOR is a legal entity) and its or

their respective heirs, executors, administrators, successors and assigns. All covenants, agreements and obligations assumed herein by OPERATOR shall be deemed to be joint and several covenants, agreements and obligations of each of the persons named as OPERATOR, if more than one person is so named, and all Owners. This Agreement shall not be construed to create any third party beneficiary rights in any person or entity.

13.6 Savings Clause. If any term hereof may be construed to obligate OPERATOR to pay interest in excess of the highest legal amount, it is agreed that such term is a mistake in calculation or wording and, notwithstanding the same, it is agreed that neither OPERATOR nor any other person or entity obligated for the payment of any sums hereunder shall ever be obligated to pay interest in excess of the highest lawful amount. In no event shall FRANCHISOR charge or collect, directly or indirectly, an amount for the use, forbearance or detention of money hereunder in excess of the highest lawful rate of interest. Any excess of payments shall be first applied to unpaid interest over the term of the obligation and then, if any excess remains, applied next to reduction of the unpaid balance of principal or any other sums owing and then, after such unpaid balance is reduced to zero, any remaining excess shall be refunded to OPERATOR. If the maturity of any indebtedness hereunder is accelerated before the due date, any unearned interest in excess of the maximum permitted by law shall be canceled automatically as of the date of such acceleration and, if theretofore paid, shall be refunded or credited against the principal amount of the obligation.

The phrase "then-current" means the future Franchise License Agreement, qualification criteria, training requirements and other terms, which may be materially different than those contained in this Agreement and that may be changed or modified in FRANCHISOR's sole discretion.

13.7 Notices. All notices required or permitted to be given under the terms of this Agreement shall be given in writing, and be delivered personally, by mail, or by an overnight delivery service, postage or delivery charges prepaid, and addressed to the party to be notified at its last known business address. All such notices shall be deemed to have been given and received the earlier of; when received, as evidenced by return receipt; documentation provided by the delivery or other service; or when first refused; or one (1) business day after placed in the hands of a commercial courier service or United States Postal Service for overnight delivery; or three (3) days after placed in the U.S. mail by registered or certified mail, return receipt requested; or two (2) business days after placed in the hands of the United States Post Office for delivery by priority mail. In addition, FRANCHISOR may provide notice to OPERATOR by facsimile transmission or e-mail using any facsimile number or e-mail address for OPERATOR then shown in FRANCHISOR's business records. Such notice by facsimile transmission shall be deemed given and received on the day of transmission.

13.8 Waiver. The failure of FRANCHISOR to insist in any one or more instances upon strict performance of any of the covenants or provisions of this Agreement, to exercise any option herein contained, or to grant additional time to cure or remedy a default, shall not be construed as waiver or a relinquishment for the future of such covenant, agreement or option, but the same shall continue and remain in full force and effect. The acceptance by FRANCHISOR of payments, with knowledge of the breach of any covenant or agreement hereof, shall not be deemed a waiver of such breach, and no waiver by FRANCHISOR of any provision hereof shall be deemed to have been made, unless expressed in writing and signed by FRANCHISOR. No failure of FRANCHISOR to exercise any power given to it hereunder, or to insist on strict compliance by OPERATOR with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of FRANCHISOR's right to demand strict compliance with the terms hereof. Waiver by FRANCHISOR of any particular default by OPERATOR shall not affect or impair FRANCHISOR's rights with respect to any subsequent default of the same or a different nature; and no delay or omission of FRANCHISOR to

exercise any rights arising from a default shall affect or impair FRANCHISOR's rights as to said default or any subsequent default.

13.9 Recovery of Legal Fees and Costs. In the event that a dispute occurs or an action in law or equity arises between FRANCHISOR and OPERATOR concerning the operation, enforcement, construction or interpretation of this Agreement or the relationship created thereby or for any other reason, FRANCHISOR is entitled to recover its reasonable attorneys' fees, court costs and expenses from OPERATOR, whether incurred prior to, in preparation for or in contemplation of the filing or defense of any such proceeding, unless OPERATOR ultimately prevails on all issues.

13.10 Governing Law. This Agreement, the rights granted and the relationship created hereunder shall be governed, interpreted and construed in all respects in accordance with the internal laws of the State of Tennessee without regard to its conflicts of laws provisions, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 *et. seq.*).

13.11 Consent to Jurisdiction and Venue. OPERATOR agrees that any legal action arising out of or relating to this Agreement or the relationship of the parties hereunder, including, without limitation, any legal entities in which Owners have any ownership interest, shall be brought in the United States District Court for the Middle District of Tennessee in Nashville, Tennessee, or the Circuit Court or Chancery Court of either Davidson or Sumner County, Tennessee and a business court, as available. OPERATOR hereby irrevocably consents and submits to the jurisdiction of such Courts for such purposes and waives any objection it may have to either the jurisdiction or venue of such Courts.

13.12 Entire Agreement. This Agreement is formed and made in Tennessee. All exhibits, addenda, schedules attached to this Agreement, and all other agreements between the parties executed contemporaneously herewith, are a part of this Agreement and are fully incorporated into it. This Agreement, including those items incorporated into it, if any, constitute the entire agreement between the parties hereto, and it is acknowledged by both parties that except as expressly provided in this Agreement, there are no representations, warranties or other agreements expressed or implied, oral or written, in any way relating to the provisions hereof. This Agreement, when fully executed, shall supersede all prior negotiations, understandings, representations and agreements, oral or written, between the parties concerning the subject matter of this Agreement. Nothing in this section is intended to disclaim the representations FRANCHISOR made in the franchise disclosure document that FRANCHISOR furnished to OPERATOR.

13.13 Continuing Obligations. All obligations of FRANCHISOR and OPERATOR that expressly or by their nature survive the expiration, termination or nonrenewal of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration, termination or nonrenewal until they are satisfied or by their nature expire. These obligations include, without limitation, indemnification (Section 9.2), confidentiality (Section 6.5), non-competition (Section 6.6), choice of law (Section 13.10) and venue (Section 13.11).

13.14 Time is of the Essence. Time is of the essence for every provision of this Agreement.

13.15 Interpretation. Neither this Agreement nor any of its provisions is to be construed against or interpreted to the disadvantage of either party because a party drafted this Agreement or the provision.

13.16 Performance Through Others. FRANCHISOR may perform all of its obligations directly or through its affiliates or third parties. If performed through any of them, OPERATOR's obligations with respect to such matters will still run directly to FRANCHISOR.

13.17 Use of Definitions. The use of another tense of the defined term, or its use as a noun, adjective or adverb, or otherwise, means the same as the defined term, modified by the context of the sentence in which it is being used. All defined terms shall be interpreted and construed according to their defined meanings whenever used in this Agreement, including when used in Sections of the Agreement that precede the Section where the term is defined.

13.18 Actions by Others. Where OPERATOR is prohibited by this Agreement from directly taking any action, or where action by OPERATOR would constitute a default, OPERATOR agrees that it will not encourage, authorize or permit any other person or entity, directly or indirectly, or under its direct or indirect control, to take such action.

13.19 Cross Default. Any default by OPERATOR, any Owner of OPERATOR, or any entity in which any Owner has any ownership interest, in the performance or observance of any of the terms and conditions under any agreement between FRANCHISOR and OPERATOR, any Owner of OPERATOR, or any entity in which any Owner has any ownership interest, shall be deemed to be an event of default under all other agreements between FRANCHISOR and OPERATOR, any Owner of OPERATOR, or any entity in which any Owner has any ownership interest.

13.20 Force Majeure. Except for monetary obligations hereunder, or as otherwise specifically provided in this Agreement, if either party to this Agreement is delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs and labor troubles (other than ones against the party seeking to invoke this provision), inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, terrorism or other causes beyond the reasonable control of the party required to perform such work or act under the terms of this Agreement (the "Force Majeure Event") and not the fault, negligence or failure to perform any contractual or other legal duty of such party, then performance of such act will be excused for the period of the delay, but in no event to exceed 90 days from the occurrence of the Force Majeure Event; provided, however, no changes in the economic conditions at any local, regional or national level will be deemed to be a Force Majeure Event that excuses either party from performance of such party's duties under this Agreement.

13.21 Business Judgment. WE HAVE THE RIGHT TO DEVELOP, OPERATE, AND CHANGE THE FRANCHISE SYSTEM IN ANY MANNER. WHENEVER THIS AGREEMENT RESERVES OUR RIGHT TO TAKE OR WITHHOLD AN ACTION, OR TO GRANT OR DECLINE TO GRANT YOU THE RIGHT TO TAKE OR OMIT AN ACTION, OR ACT IN OUR DISCRETION, SOLE DISCRETION OR THE LIKE, WE MAY, EXCEPT AS THIS AGREEMENT SPECIFICALLY PROVIDES OTHERWISE, MAKE OUR DECISION OR EXERCISE OUR RIGHTS BASED ON INFORMATION THEN AVAILABLE TO US AND OUR BUSINESS JUDGMENT OF WHAT IS BEST FOR US, SERVPRO FRANCHISEES GENERALLY, OR THE SERVPRO FRANCHISE SYSTEM WHEN WE MAKE OUR DECISION, WHETHER OR NOT WE COULD HAVE MADE OTHER REASONABLE OR EVEN ARGUABLY PREFERABLE ALTERNATIVE DECISIONS AND WHETHER OR NOT OUR DECISION PROMOTES OUR FINANCIAL OR OTHER INTEREST.

BECAUSE COMPLETE AND DETAILED UNIFORMITY UNDER MANY VARYING CONDITIONS MIGHT NOT BE POSSIBLE OR PRACTICAL, YOU ACKNOWLEDGE THAT WE RESERVE THE RIGHT AND PRIVILEGE ACCORDING TO OUR BUSINESS JUDGMENT TO VARY BRAND STANDARDS OR OTHER ASPECTS OF THE FRANCHISE SYSTEM FOR ANY FRANCHISEE. YOU HAVE NO RIGHT TO REQUIRE US TO GRANT YOU A SIMILAR VARIATION OR ACCOMMODATION.

13.22 Jury Trial Waiver. Operator and Franchisor irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either party against the other, whether or not there are other parties in such action or proceeding.

14. ARBITRATION

14.1 Arbitration. Franchisor and Operator agree that controversies, Disputes (defined in Section 12.1) and Claims (defined in Section 9.2) between Operator and its affiliates and their respective owners, officers, directors, guarantors, agents and/or employees ("Operator Parties") and Franchisor and its affiliates and their respective owners, officers, directors, agents and/or employees ("Franchisor Parties"), arising out of, relating to or in any manner connected with:

- a) this Agreement or any other agreement between Operator Parties and Franchisor Parties;
- b) the relationship with Operator Parties on the one hand and Franchisor Parties on the other;
- c) the scope or validity of this Agreement or any other agreement between Operator Parties and Franchisor Parties (including the validity and scope of the arbitration obligation under this section, which the parties acknowledge is to be determined by an arbitrator and not by a court); or
- d) any system standard;

that cannot be resolved through Mediation pursuant to Section 12, must be submitted for binding arbitration on written demand of either party to the American Arbitration Association ("AAA"). Except as this section otherwise provides, the AAA's then current commercial arbitration rules apply.

Arbitration Procedure.

14.2 Number and Selection of Arbitrators. The arbitration proceedings will be conducted by one arbitrator for Claims and Disputes where the amount in controversy is alleged to be \$500,000 or less and by three arbitrators where the amount in controversy is alleged to exceed \$500,000. In the event 3 arbitrators are used, each party will have 14 days from the date of notice by the AAA of a written list of proposed arbitrators to return the written list with their choice of arbitrators; the arbitrator selected by the Operator Parties and the Franchisor Parties will choose the third arbitrator; provided, however, if they cannot agree on the third arbitrator, the AAA will select the third pursuant to its then current rules and procedures. All 3 arbitrators must be neutral. The arbitration proceedings shall be conducted by arbitrator(s) experienced in the arbitration of disputes in the business format franchise field or distribution law, as available; if none is available, experienced business/commercial arbitrator(s) must be selected.

14.3 Location. All proceedings will be conducted at a suitable location chosen by the arbitrator that is within forty (40) miles of where Franchisor has its principal business address at the time the arbitration demand is filed. The arbitrator will have no authority to select a different hearing locale other than as described in the prior sentence.

14.4 Governing Law. All matters relating to arbitration will be governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

14.5 Counterclaims. In any arbitration proceeding, each party must submit or file any claim constituting a compulsory counterclaim (as provided by the United States Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim not submitted or filed as required is forever barred.

14.6 Settlement Discussions. The arbitrator(s) may not consider any settlement discussions or offers made by either party.

14.7 Arbitration Expenses. AAA fees and expenses will be split and shared evenly by the two sides. Upon request of a party, a default award may be entered by the arbitrator against a party that does not appear or does not pay its share of fees or otherwise participate in arbitration to its conclusion and award. Either party may, in such party's sole discretion but has no obligation to, advance the other party's share of the AAA fees and expenses (excluding attorneys' fees) of any arbitration proceeding in order for the proceeding to take place and by doing so is not deemed to have waived or relinquished its right to seek the recovery of, and the arbitrator shall award, these costs.

14.8 Discovery. For Claims and Disputes where the amount in controversy is alleged to be \$500,000 or less: The parties agree that pre-hearing discovery will be limited to requests for, and exchange of, documents (paper and electronic) most relevant to the Claim and/or Dispute, 15 interrogatories and requests for admission each, and up to four (4) depositions per side, including expert and opinion witnesses. For Claims and Disputes where the amount in controversy is alleged to be \$500,000 or more: The parties agree that pre-hearing discovery will be limited to requests for, and exchange of, all documents (paper and electronic) relevant to the Dispute and/or Claim; 30 interrogatories and requests for admission each, and up to six (6) depositions per side, including expert and opinion witnesses. No deposition may exceed eight (8) hours without the parties' agreement or the arbitrator's order upon good cause shown. To the extent not modified herein, the Federal Rules of Evidence shall apply. Any party has the right to file pre-hearing motions with the arbitrator having the ability to dispose of some or all of the claims generally following the Federal Rules of Civil Procedure.

14.9 Award. The arbitrator(s) shall issue a reasoned award that explains the decision. The arbitrator has the right to award or include in his or her award any relief consistent with the underlying agreements at issue including, without limitation, actual compensatory money damages, specific performance, injunctive relief, and attorneys' fees and costs for Franchisor Parties (consistent with rights under section 13.9 above), provided that the arbitrator may not declare any Mark generic or otherwise invalid. In addition, except as expressly provided in subsection 14.14 below, the arbitrator has no right to include in his or her award any exemplary, punitive, treble, or other forms of multiple damages against a party and each of the Franchisor Parties and Operator Parties hereby waive to the fullest extent the law permits, except as expressly provided in section 14.14 below, any right to or claim for any exemplary, punitive, treble, or other forms of multiple damages against the other.

14.10 No Collateral Estoppel. No arbitration finding, conclusion or award may be used to collaterally estop either the Operator Parties or the Franchisor Parties from raising any like or similar issue or defense in any other arbitration, litigation, court hearing or other proceeding involving third parties, including other franchisees.

14.11 No Class or Mass Actions. Operator Parties and Franchisor Parties agree that arbitration will be conducted on an individual basis, and not on a joint, collective, associational, class-wide or any other mass basis, and all parties hereby waive all such bases. An arbitration proceeding under this section may not be consolidated or joined with any other arbitration proceeding between Franchisor Parties and any other person or party.

14.12 Severability. If any court or arbitrator determines that all or any part of the this arbitration agreement or any provision is unenforceable or invalid with respect to a Claim or Dispute that otherwise would be subject to arbitration under this section, all parties agree that this arbitration clause will not apply to that Claim or Dispute or portion of the Claim or Dispute and such severed Claim or Dispute or portion of the Claim or Dispute will be resolved in a judicial proceeding in a court permitted under

sections 13.10 and 13.11 of this Agreement; provided, however, the remaining arbitration portions or provisions as to the unaffected Claim(s) or Dispute(s) will remain valid and enforceable.

14.13 Disputed Claims Subject to Court Action. The disputes arising out of or relating to the following will be resolved in a judicial proceeding in a court permitted under Section 13.11 and will not be resolved through either mediation or arbitration unless both parties so consent: (a) Lanham Act, as may be amended; (b) ownership over the validity, enforceability or protection of intellectual property, Confidential Information or Trade Secrets; (c) payment of sums certain owed pursuant to contract (with interest on unpaid amounts from the due date); (d) enforcement of indemnification obligations; (e) Territorial Policy violations; (f) enforcing the parties' obligations to arbitrate or enforce an arbitral award; or (g) temporary restraining orders and temporary or preliminary injunctive relief.

The parties agree and understand that they are waiving their right to a jury trial with respect to arbitration.

14.14 Waiver of Punitive Damages. EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SECTION 9.2 (INDEMNIFICATION), CLAIMS FOR YOUR INFRINGEMENT OF OUR INTELLECTUAL PROPERTY, AND CLAIMS FOR YOUR BREACH OF YOUR OBLIGATIONS UNDER SECTION 6.5 (PROTECTION OF CONFIDENTIAL INFORMATION AND TRADE SECRETS) OF THIS AGREEMENT, NEITHER PARTY WILL BE ENTITLED TO RECOVER SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES UNDER THIS AGREEMENT.


OPERATOR: Clark Contracting, LLC

Accepted in Gallatin, Tennessee.


FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: 
Timothy D. Clark

By: 
Randall A. Isaacson, President

Date: May 19, 2017

By: 
Nikole A. Clark

Date: May 26, 2017

Date: May 19, 2017

FOR SERVPRO USE ONLY

License # 1882 Franchise # 9513

Transferred from: Renewal

Replaces Agreement dated 6/7/2012 Replaced by Agreement dated _____

**DESCRIPTION OF OPERATING TERRITORY AND
DESIGNATION OF AUTHORIZED TRADE NAME**

Section 2.2:

OPERATOR's authorized business trade name is **SERVPRO® of Douglas County.**

Section 2.3:

OPERATOR's authorized non-exclusive Operating Territory is described as follows:

The bounded area in the state of Oregon that is described as the entire County of Douglas, as all of those points of reference, boundaries, boundary lines, boundary descriptions and, the bounded area exist as of June 4, 2007.

All boundary or boundary line references to any type of political subdivision boundary line (i.e. county, township, etc.), waterway (i.e. river, creek, canal, etc.) or road (i.e. street, road, avenue, boulevard, highway, etc.), mean and refer to the center point of all such political subdivision boundary lines and roads unless otherwise stated above.

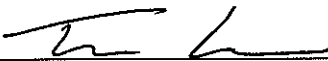
When one boundary line such as a road or county line is referenced as continuing until another boundary line is reached; all such references mean that the first such boundary line is followed up to the point where the center point of the first boundary line intersects the center point of the next referenced boundary line. To the extent there is any conflict between the textual content of this Section 2.3 and any map accompanying this Agreement or signed by the OPERATOR in conjunction with OPERATOR's signature of this Agreement, the textual content of this Section 2.3 will control and govern.

Section 2.5:

Designation of OPERATOR:

- ☐ sole proprietorship
- ☐ partnership
- ☐ limited partnership
- ☐ corporation
- ☒ limited liability company
- ☐ other: _____

Operating Principals primarily responsible for carrying out OPERATOR's obligations (must be an Owner):

  May 19, 2017
 Tim Clark

Section 3.5:

Advertising Fee as of the Effective Date of this Agreement is 1/2 % of all Gross Volume, exclusive of Gross Volume from Sub-contract Services, plus 2 1/2 % of Gross Volume, exclusive of Gross Volume from Sub-contract Services, on a calendar year basis. The Gross Volume subject to the 2 1/2 % portion of the Advertising Fee is currently "capped" at \$800,000. The "cap" will increase \$50,000 per year for the foreseeable future.

ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on 9/26, 2017, by and between Servpro Industries, Inc., a NEVADA Corporation ("Franchisor"), located at 801 Industrial Boulevard, Gallatin, Tennessee 37066, and Clark Contracting, LLC, an OREGON Limited Liability Company, ("Franchisee"), located at 111 South Calapooia Street, Sutherlin, Oregon, 97479.

Franchisor and Franchisee entered into a Franchise Agreement on May 26, 2017, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchise and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.

1 While relationships established under license, jobber, dealer and similar agreements are not generally described as "franchise" relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 -3733.

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: 

Name: Randall A. Isaacson

Title: President

FRANCHISEE:

CLARK CONTRACTING, LLC

By: 

Name: Timothy Clark

Title: President

Note to Parties: This Addendum only addresses affiliation between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements.

CERTIFICATE OF SERVICE

I certify that on this 2nd day of July, 2021, I caused Servpro Industries, LLC's Statement of Position to be electronically filed with the National Labor Relations Board at <http://nrlrb.gov> and a copy of same to be served on the following via email:

Clark Contracting, LLC
Charles High
Kemp Smith, LLC
221 North Kansas Street
Suite 1700
El Paso, TX
Email: Charles.High@kempsmith.com

International Association of Machinists & Aerospace Workers, AFL-CIO, Local Lodge 2515
1017 Oregon Street
Alamogordo, NM 88310
Email: rcarrillo@iamaw.org

Jason Hardwick, Grand Lodge Representative International Association of Machinists and
Aerospace Workers
620 Coolidge Drive Suite 130
Folsom, CA 95630-3182
Email: jhardwick@iamaw.org

David W. M. Fujimoto, Attorney at Law Weinberg, Roger & Rosenfeld
1375 55th Street Emeryville, CA 94608
Email: dfujimoto@unioncounsel.net

Lisa Dunn
Attorney
NLRB Region 28, Phoenix
2600 N Central Ave., Suite 1400
Phoenix, AZ 85004
Email: lisa.dunn@nrlrb.gov

William Haller
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
9000 Machinists Pl
Upper Marlboro, MD 20772-2687
Email: whaller@iamaw.org

Supreme Labor Source, LLC
Samuel Jackson
Bone McAllester Norton PLLC
511 Union Street
Suite 1600
Nashville, TN
Email: sjackson@bonelaw.com

Supreme Labor Source, LLC
Paul Satterwhite
Spencer Fane LLP
Email: psatterwhite@spencerfane.com

s/ Robert T. Dumbacher
Robert T. Dumbacher

Attorney for Servpro Industries, LLC

From: [Dunn, Lisa J](#)
To: [Doyle, Christopher J.](#)
Subject: (b) (5) Case 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer
Date: Wednesday, July 7, 2021 10:59:00 AM

Chris:

(b) (5)

Thanks,
Lisa

From: Doyle, Christopher J. <Christopher.Doyle@nlrb.gov>
Sent: Thursday, July 1, 2021 10:54 AM
To: Rourke-Osborne, Kathleen M. <Kathleen.Rourke-Osborne@nlrb.gov>; Moore, Dawn M. <DawnM.Moore@nlrb.gov>; Zorn, Mary <Mary.Zorn@nlrb.gov>
Cc: Baynes, Barbara <Barbara.Baynes@nlrb.gov>; Dunn, Lisa J <Lisa.Dunn@nlrb.gov>
Subject: FW: 48 Hour Letter due to Insufficient SOI: Case 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer

Ladies:

(b) (5)

Thank you!

Chris J. Doyle
Supervisory Field Attorney
National Labor Relations Board – Region 28
2600 North Central Avenue, Suite 1400
Phoenix, AZ 85004-3099
Telephone: (602) 416-4762
Facsimile: (602) 640-2178
Cellular: (202) 689-7315
christopher.doyle@nlrb.gov

The NLRB is transitioning to a mandatory electronic filing system for all case documents. Effective January 21, 2020, all position statements and evidence must be submitted through the Agency's electronic filing system unless the

Regional Director otherwise approves (See [GC 20-01](#)).:

Documents: <https://apps.nlr.gov/eservice/efileterm.aspx>

New Charge/Petition:

[https://apps.nlr.gov/eservice/efileterm.aspx?
app=chargeandpetition](https://apps.nlr.gov/eservice/efileterm.aspx?app=chargeandpetition)

From: Baynes, Barbara <Barbara.Baynes@nlrb.gov>

Sent: Thursday, July 1, 2021 10:29 AM

To: Doyle, Christopher J. <Christopher.Doyle@nlrb.gov>

Cc: Dunn, Lisa J <Lisa.Dunn@nlrb.gov>

Subject: RE: 48 Hour Letter due to Insufficient SOI: Case 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer

(b) (5)

Barbara B. Baynes

ARD Region 28

National Labor Relations Board

From: Doyle, Christopher J. <Christopher.Doyle@nlrb.gov>

Sent: Thursday, July 1, 2021 10:22 AM

To: Baynes, Barbara <Barbara.Baynes@nlrb.gov>

Cc: Dunn, Lisa J <Lisa.Dunn@nlrb.gov>

Subject: FW: 48 Hour Letter due to Insufficient SOI: Case 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer

Importance: High

Barbara:

(b) (5)

Chris J. Doyle

Supervisory Field Attorney

National Labor Relations Board – Region 28

2600 North Central Avenue, Suite 1400

Phoenix, AZ 85004-3099

Telephone: (602) 416-4762

Facsimile: (602) 640-2178

Cellular: (202) 689-7315

christopher.doyle@nlrb.gov

The NLRB is transitioning to a mandatory electronic filing system for all case documents. Effective January 21, 2020, all position statements and evidence must be submitted through the Agency's electronic filing system unless the Regional Director otherwise approves (See [GC 20-01](#)).:

Documents: <https://apps.nlr.gov/eservice/efileterm.aspx>

New Charge/Petition:

<https://apps.nlr.gov/eservice/efileterm.aspx?app=chargeandpetition>

From: Dunn, Lisa J <Lisa.Dunn@nlrb.gov>

Sent: Thursday, July 1, 2021 9:57 AM

To: Doyle, Christopher J. <Christopher.Doyle@nlrb.gov>

Subject: 48 Hour Letter due to Insufficient SOL: Case 28-RC-278861 Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer

Hi Chris:

(b) (5) [REDACTED]

(b) (5) [REDACTED]

(b) (5) [REDACTED]

Thanks,
Lisa

From: Satterwhite, Paul <psatterwhite@spencerfane.com>

Sent: Wednesday, June 30, 2021 3:02 PM

To: Dunn, Lisa J <Lisa.Dunn@nlrb.gov>

Cc: Wright, Cheri <CWright@spencerfane.com>; Sam Jackson <sjackson@bonelaw.com>; Wright, Cheri <CWright@spencerfane.com>

Subject: Case 28-RC-278861 - Payroll and Related Records (Supreme Labor Source)

Case 28-RC-278861 - Payroll and Related Records (Supreme Labor Source)

Lisa:

In response to your request for payroll records and the questions that the Petitioner posed in the above-referenced matter, Supreme Labor Source is providing the following:

Attached are Payroll Records for the Youth Care Workers for the period of June 14, 2021-June 20, 2021 payroll period. The total head count is 1023 Youth Care Workers who worked at Ft. Bliss, Texas and were paid for the work they performed during that period. This list is sorted alphabetically by last name as requested for purposes of requesting a formal showing of interest. As also requested, the spreadsheet contains an additional column that identifies whether the employee is a Youth Care Lead (identified by a "YCL") or a Senior Lead (identified by a "SL" as requested.

The second attachment is a list of the Senior Leads (Youth Care Workers) and Leads (Youth Care Workers) as of yesterday, June 29, 2021. That list has 180 individuals identified and those are the currently active Leads and Senior Leads. We compared that list to the 6/14-6/21 payroll records, and there are 12 Leads or Senior Leads who are not on the payroll. That is because those individuals are either new or they did not perform any work during the payroll period provided. Both attachments were filed a few minutes ago through the NLRB's e-filing system.

Taking into the 12 Leads or Senior Leads who are not on the provided payroll, 855 non-lead Youth Care Workers are identified in the payroll records for the week provided.

In response to the questions posed by Petitioner, and relayed to us through

1. Total number of regular part-time and full-time (regular PT and FT) YCWs;

As previously explained, that number is a moving target. As stated above, 1023 Youth Care Workers, including Senior Leads and Leads, performed work and were compensated for that work in the payroll period that immediately preceded the June 21, 2021 Petition (June 14-20, 2021). 855 of those individuals were not leads or senior leads. But this is a fluid workforce. Often a Youth Care Worker will not show for several days or will not be scheduled for a period time (by request or based on need), but their badge will remain active and they often return to work. And new Youth Care Workers are added almost daily.

2. Of the total number of regular PT and FT YCWs, how many YCWs have since quit, been laid off, or fired?

Of the 1023 Youth Care Workers identified, we are not aware of any who were laid off, quit, or were fired. We are still looking into that issue and we believe it is likely that some of the individuals have abandoned their positions, although that has not been communicated and their badges remain active.

3. Of the total number of regular PT and FT YCWs , are they all assigned to work at Fort Bliss in El

Paso, Texas?

Yes.

4. Of the total number of regular PT and FT YCWs , how many are 2(11) supervisors? Petitioner contends that the senior leads are 2(11) supervisors.

It is Supreme Labor's position that the Youth Care Worker Leads and Senior Leads are not Section 2(11) Supervisors under the Act. But regardless of that position, the information provided regarding the Youth Care Workers alone is sufficient to formally challenge and reject the Petitioner's Showing of Interest, based on the Petitioner's assertion of 125 Youth Care Workers and Youth Care Consultants in the anticipated bargaining unit. NOTE: Supreme Labor does not employ the Youth Care Consultants. It is our understanding that they are employed by another contractor.

Let us know if you have any questions and please advise as to the Petitioner's response to this information.

Regards,

Paul

Paul Satterwhite Attorney at Law
Spencer Fane LLP

2144 E. Republic Road, Suite B300 | Springfield, MO 65804
O 417.888.1035 | M 417.693.4342
psatterwhite@spencerfane.com | spencerfane.com

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

Supreme Labor Source, LLC

Employer

and

Case 28-RC-278861

International Association of Machinists & Aerospace
Workers, AFL-CIO, Local Lodge 2515

Petitioner

REPORT ON INVESTIGATION OF INTEREST

The undersigned agent of the National Labor Relations Board has investigated the evidence of representation submitted by the Petitioner and/or labor organization(s) claiming an interest in the above case. The statistical results of this investigation are set forth below.

1. The following organizations were requested in writing on the indicated dates to submit evidence of representation, if any, but have failed to do so. <i>If none, so state.</i>						
Name and Affiliation of Labor Organization			Date of Request			
Mark either 2a or 2b, as applicable.						
a	Designation and payroll information pertaining to the unit claimed appropriate by the labor organization listed in the first column according to a <i>Complete</i> <u>X</u> <i>Spot</i> <u> </u> check of the Employer's payroll for the period ending (Date) <u>6/20/21</u> .					
b.	Although requested, no payroll list submitted.					
Name of Union/Petitioner (Abbreviate)	Type of Unit Claimed Appropriate	# Employees in Unit	% of names in unit on payroll list among the timely designations submitted by Union/Petitioner OR % of employees in unit based on "No. of Employees in Unit" listed on the face of the petition. Indicate Category 1 (Less than 10%), Category 2 (10- 29.9%), or 3 (30% or above). <i>If interest is based on contract, so state.</i>			
A International Association of Machinists & Aerospace Workers, AFL-CIO, Local Lodge 2515	Youth Care Workers	1023	Union A/Petitioner Category <u>1</u> Designations are current: <table border="1"><tr><td><u>X</u> Yes</td><td>No</td></tr></table>		<u>X</u> Yes	No
<u>X</u> Yes	No					
B			Union B Category <u> </u> Designations are current: <table border="1"><tr><td>Yes</td><td>No</td></tr></table>		Yes	No
Yes	No					
C			Union C Category <u> </u> Designations are current: <table border="1"><tr><td>Yes</td><td>No</td></tr></table>		Yes	No
Yes	No					
3. Unit(s), different from those set forth above, the Employer contends appropriate.						
Type of Unit Claimed Appropriate	# Employees in Unit	Union A	Union B	Union C		
		Category:	Category:	Category:		

7/7/21

Agent Name: /s/ Lisa J. Dunn

Date: _____

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

**SUPREME LABOR SOURCE, LLC, CLARK
CONTRACTING, LLC d/b/a SERVPRO OF
DOUGLAS COUNTY, and SERVPRO
INDUSTRIES INC.**

Joint Employers

and

Case 28-RC-278861

**INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS,
AFL-CIO, LOCAL LODGE 2515**

Petitioner

**ORDER VACATING NOTICE OF HEARING AND
APPROVING WITHDRAWAL OF PETITION**

On June 21, 2021, a petition was filed in the above-captioned matter and on June 22, 2021, a Notice of Representation Hearing issued scheduling the matter for hearing for July 13, 2021. On July 7, 2021, the Petitioner requested permission to withdraw its petition. Accordingly,

IT IS ORDERED that the hearing scheduled for July 13, 2021 be, and the same is, vacated.

IT IS FURTHER ORDERED that the request by the Petitioner to withdraw its petition be, and the same is, approved.

This case is now closed.

Dated at Phoenix, Arizona, this 7th day of July, 2021.

/s/ *Cornele A. Overstreet*
Cornele A. Overstreet, Regional Director

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

**SUPREME LABOR SOURCE, LLC, CLARK
CONTRACTING, LLC d/b/a SERVPRO OF
DOUGLAS COUNTY, and SERVPRO
INDUSTRIES INC.**

Joint Employers

and

Case 28-RC-278861

**INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS,
AFL-CIO, LOCAL LODGE 2515**

Petitioner

**AFFIDAVIT OF SERVICE OF ORDER VACATING NOTICE OF HEARING AND
APPROVING WITHDRAWAL OF PETITION**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **July 7, 2021**, I served the above-entitled document(s) by **E-Issuance/Service** upon the following persons, addressed to them at the following addresses:

Leo Millan
Supreme Labor Source, LLC
1741 Marshall Road
Fort Bliss, TX 79916

Leo Millan
Supreme Labor Source, LLC
126 Main Street, Suite A
Clarksville, TN 37040

Paul D. Satterwhite, Attorney
Spencer Fane LLP
2144 East Republic Road, Suite B300
Springfield, MO 65804-4662

Samuel L. Jackson, Attorney
Bone McAllester Norton PLLC
511 Union Street, Suite 1600
Nashville, TN 37219-1791

Nikole Clark
Clark Contracting, LLC d/b/a Servpro of
Douglas County
1741 Marshall Road
Fort Bliss, TX 79916

Nikole Clark
Clark Contracting, LLC d/b/a Servpro of
Douglas County
1111 South Calapooia Street
Sutherlin, OR 97479

Charles C. High Jr., Attorney at Law
Kemp Smith, LLC
221 North Kansas Street, Suite 1700
El Paso, TX 79901

John Sooker, Executive Vice President &
Chief Operating Officer
Servpro Industries, Inc.
1741 Marshall Road
Fort Bliss, TX 79916

John Sooker, Executive Vice President &
Chief Operating Officer
Servpro Industries, Inc.
801 Industrial Boulevard
Gallatin, TN 37066

Robert T. Dumbacher, Attorney
Hunton Andrews Kurth LLP
Bank of America Plaza
600 Peachtree Street NE, Suite 4100
Atlanta, GA 30308-2217

Robert T. Quackenboss, Attorney
Hunton Andrews Kurth LLP
2200 Pennsylvania Avenue NW
Washington, DC 20037-1709

Ryan Carrillo, Special Representative
International Association of Machinists &
Aerospace Workers, AFL-CIO, Local
Lodge 2515
1017 Oregon Street
Alamogordo, NM 88310

Jason Hardwick, Grand Lodge Representative
International Association of Machinists and
Aerospace Workers
620 Coolidge Drive, Suite 130
Folsom, CA 95630-3182

David W. M. Fujimoto, Attorney
Weinberg Roger & Rosenfeld
1375 55th Street
Emeryville, CA 94608

July 7, 2021

Date

Dawn M. Moore,
Designated Agent of NLRB

Name

/s/ Dawn M. Moore

Signature

From: [Moore, Dawn M.](#)
To: [Lisa Ryan](#); [Agatha Pak](#)
Cc: [Rourke-Osborne, Kathleen M.](#)
Subject: R Case Videoconference Hearing Cancellation Notice / Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer - 28-RC-278861
Date: Wednesday, July 7, 2021 7:32:00 PM
Attachments: [Free State ZOOM Videoconference R Case Hearing Date Cancellation Notice.doc](#)
[image003.png](#)

Please see the attached notice and remove this R case hearing date from the reporting calendar.

Thanks,

Dawn M. Moore

Program Support Assistant

NLRB Region 28 – Las Vegas Resident Office / Foley Federal Courthouse Building

300 Las Vegas Boulevard South, Suite 2-901, Las Vegas, NV 89101-5833

Direct Telephone: (702) 820-7466 / Fax: (702) 388-6248

Office Main Telephone # (702) 388-6416

nlr-masthead-logo



**HEARING NOTICE
REGION 28**



**UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD**

Region 28
2600 North Central Avenue, Suite 1400
Phoenix, AZ 85004-3099
Telephone: (602) 640-2152
Facsimile: (602) 640-2178
Website: www.nlrb.gov

RESIDENT OFFICES

421 Gold Avenue, SW – Suite 310
P.O. Box 567
Albuquerque, NM 87103-0567
Telephone: (505) 248-5125
Facsimile: (505) 248-5134

300 Las Vegas Boulevard South – Suite 2-901
Las Vegas, NV 89101-6637
Telephone: (702) 388-6416
Facsimile: (702) 388-6248

To: ☒ Free State Reporting Inc.
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Date: **July 7, 2021**

From: **Dawn M. Moore, Program Support Assistant / Tel: (702) 820-7466**

Subject: **Supreme Labor Source, LLC, Clark Contracting, LLC d/b/a Servpro of Douglas County, and Servpro Industries Inc. as joint employer / Case 28-RC-278861**

Date of Hearing: **TUESDAY, JULY 13, 2021** Time: **10:00 A.M.**

Address of Hearing: **VIA ZOOM VIDEOCONFERENCE**

Scheduled number of days for hearing: **1 - 2 DAYS**

☒ Hearing has been canceled on **WEDNESDAY, JULY 7, 2021 AT 4:30 P.M.**

☐ Hearing has been rescheduled to _____

☒ **Above hearing has changed as follows:**

- ☐ Time of hearing will be _____ rather than _____
- ☒ Case has settled. No hearing will be held. Case WD
- ☐ Hearing scheduled has been postponed indefinitely.

Note: This is to confirm the

☐ Conversation between Free State Reporting and _____

☐ Voice message left for Free State Reporting _____

☒ E-mail to agatha@freestatereporting.com;
lisa.ryan@freestatereporting.com and OM on _____

**WEDNESDAY, JULY 7, 2021
AT 4:30 P.M.**